

**REMARKS/ARGUMENTS**

In response to the Final Office Action mailed July 31, 2009 Applicants propose to amend their application and request reconsideration in view of the proposed amendments and the following remarks. In this amendment, claim 1 is proposed to be amended, no claims have been cancelled without prejudice and no claims have been added, so that claims 1 and 6-11 are currently pending. No new matter has been entered.

Claims 1 and 6-11 were rejected under 35 USC 112, second paragraph. Applicants have amended the claims to more clearly claim the invention. Accordingly, reconsideration and withdrawal of the rejection is respectfully requested.

Claims 1 and 6-11 were rejected as being unpatentable over US 2005/0033417 to Borges et al. (Borges) in view of US 2003/0065382 to Fischell et al. (Fischell), U.S. Patent Application No. 2002/0004679 to Eury et al. (Eury) and WO 96/34003 to Shull et al. (Shull). This rejection is respectfully traversed.

Section 103(c)(i) of Title 35 states:

"Subject matter developed by another person, which qualifies as prior art under one or more of subsections (e), (f) and (g) of Section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the claimed invention was made, owned by the same person or subject to an obligation of assignment to the same person."

We have a 103 rejection wherein the primary reference, Borges, qualifies only as a 102 (e) reference. Both the instant application and the Borges reference have a common assignee as evidenced by the attached assignments and other documents as

is explained in detail subsequently, while the inventive entities are different. Accordingly, the Borges reference cannot be used in making a 103 rejection, and therefore the entire rejection falls.

Please find attached hereto recordal information from the United States Patent and Trademark Office for the claimed invention. As indicated, the Assignment was recorded on June 14, 2004 and each of the three inventors executed the Assignment on June 1, 2004. Also, please find attached hereto recordal information from the United States Patent and Trademark Office for the Borges reference. As indicated, the Assignment was recorded on October 4, 2004 and executed by John Borges, Maritza Carballo, William Shaw and Christopher Widenhouse on July 19, 2004, and by Pallassana Narayannan on June 30, 2004. Accordingly, in 2004, both the claimed invention and the Borges reference were assigned to a common owner; namely Cordis.

As both the claimed invention and the Borges reference are assigned to Cordis in 2004, applicants will now show that each inventor from each inventive entity were under an obligation to assign their respective rights in the inventions to Cordis at the time of the filing of the claimed invention; namely, March 9, 2004.

With respect to the claimed invention, Robert Falotico executed an Employee Secrecy Agreement with Johnson & Johnson Interventional Systems (JJIS) on March 11, 1996. In paragraph 1 of this Agreement, Robert Falotico agrees to assign all right, title and interest in any inventions to JJIS. In addition, in paragraph 12 of this same Agreement, Robert Falotico agrees this Agreement covers all Johnson & Johnson subsidiaries or affiliates of which Cordis is one. Jonathon Zhao executed an Employee Secrecy, Non-Competition and Non-Solicitation Agreement with Cordis on July 29, 2002. In this Agreement, Jonathon Zhao agrees to assign all right, title and interest to any inventions to Cordis. Tom Parry executed an Employee Secrecy, Non-Competition and Non-Solicitation Agreement with Cordis on January 9, 2004. In this Agreement, Tom Parry agrees to assign all right, title and interest to any inventions to Cordis. Accordingly, as may be seen from each of these Agreements, copies of which are

attached, each inventor was under an obligation to assign their rights to inventions to Cordis at the time of filing the claimed invention.

With respect to the Borges reference, Pallassana Narayanan executed a Patent Agreement with Cordis on May 31, 1988 in which he agrees that all inventions shall be the property of Cordis. Christopher Widenhouse executed an Employee Secrecy, Non-Competition and Non-Solicitation Agreement on June 4, 2001, in which he agrees that all inventions shall be the property of Cordis. John Borges executed an Employee Secrecy Agreement on July 21, 1999, in which he agrees that all inventions shall be the property of Cordis. Maritza Carballo executed an Employee Secrecy Agreement on December 15, 1997, in which she agrees that all inventions shall be the property of Cordis. William D. Shaw Jr. executed an Employee Secrecy Agreement on January 19, 1998, in which he agrees that all inventions shall be the property of Cordis. Accordingly, as may be seen from each of these Agreements, copies of which are attached, each inventor was under an obligation to assign their rights to inventions to Cordis at the time of filing the claimed invention.

Finally, attached please find the invention records for both the claimed invention (disclosure 03/313) and the Borges reference (disclosure 03/232). As can be readily seen, all inventors are listed as Cordis inventors on Cordis forms all prior to the filing date of the claimed invention.

Accordingly, as Borges, the primary reference, is disqualified under the statute, the entire rejection fails. Accordingly, reconsideration and withdrawal of the rejection is respectfully requested.

Applicant would be grateful for the opportunity to conduct a telephonic or in-person interview if the Examiner believes it would be helpful in disposing of the present case.

A favorable action on the merits is earnestly solicited.

Respectfully submitted,

/Carl J. Evens/

By: \_\_\_\_\_  
Carl J. Evens  
Reg. No. 33,874

Johnson & Johnson  
One Johnson & Johnson Plaza  
New Brunswick, NJ 08933-7003  
(732) 524-2518  
Dated: September 30, 2009

**Evens, Carl [JJCUS]**

---

**From:** Caldarise, Salvatore [CRDUS]  
**Sent:** Tuesday, August 11, 2009 10:01 AM  
**To:** Evens, Carl [JJCUS]

**Patent Assignment Abstract of Title**

**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

**Total Assignments: 2**

**Patent #:** NONE

**Issue Dt:**

**Application #:** 10796397

**Filing Dt:** 03/09/2004

**Publication #:** 20050202059

**Pub Dt:** 09/15/2005

**Inventors:** Robert Falotico, Tom Jay Parry, Jonathon Z. Zhao

**Title:** Local vascular delivery of topotecan in combination with rapamycin to prevent restenosis following vascular injury

**Assignment: 1**

**Reel/Frame:** 015454/0388

**Recorded:** 06/14/2004

**Pages:** 4

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignors:** FALOTICO, ROBERT

**Exec Dt:** 06/01/2004

PARRY, TOM JAY

**Exec Dt:** 06/01/2004

ZHAO, JONATHAN Z.

**Exec Dt:** 06/01/2004

**Assignee:** CORDIS CORPORATION

14201 NW 60TH AVENUE

MIAMI LAKES, FLORIDA 33014

**Correspondent:** JOHNSON & JOHNSON

CHIEF PATENT COUNSEL

PHILIP S. JOHNSON

ONE JOHNSON & JOHNSON PLAZA

NEW BRUNSWICK, NJ 08933-7003

**Assignment: 2**

**Reel/Frame:** 020234/0460

**Recorded:** 12/13/2007

**Pages:** 8

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor:** CORDIS CORPORATION

**Exec Dt:** 12/12/2007

**Assignee:** WYETH

5 GIRALDA FARMS

MADISON, NEW JERSEY 07940

**Correspondent:** FRANCES LEVINE

1 JOHNSON & JOHNSON PLAZA

NEW BRUNSWICK, NJ 08933

Search Results as of: 08/11/2009 09:59 AM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.  
Web interface last modified: October 18, 2008 v.2.0.2

*Salvatore Caldarise*

Director, Patent Estate Management

Cordis Corporation

email: [scaldari@its.ini.com](mailto:scaldari@its.ini.com)

*(Please make a note of my new phone numbers)*

Phone: 732 805-6260

Fax: 732 805-6109

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## Evans, Carl [JJCUS]

From: Caldarise, Salvatore [CRDUS]  
Sent: Tuesday, August 11, 2009 9:57 AM  
To: Evans, Carl [JJCUS]

Carl-

### Patent Assignment Abstract of Title

**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

#### Total Assignments: 2

Patent #: NONE      Issue Dt:      Application #: 10883328      Filing Dt: 07/01/2004  
Publication #: 20050033417      Pub Dt: 02/10/2005  
Inventors: John Borges, Maritza Carballo, Pallassana V. Narayanan, William D. Shaw JR. et al  
Title: Coating for controlled release of a therapeutic agent

#### Assignment: 1

Reel/Frame: 015858/0968      Recorded: 10/04/2004      Pages: 9  
Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).  
Assignors: BORGES, JOHN      Exec Dt: 07/19/2004  
              CARBALLO, MARITZA      Exec Dt: 07/19/2004  
              NARAYANAN, PALLASSANA V.      Exec Dt: 06/30/2004  
              SHAW, WILLIAM D., JR.      Exec Dt: 07/19/2004  
              WIDENHOUSE, CHRISTOPHER W.      Exec Dt: 07/19/2004

Assignee: CORDIS CORPORATION  
14201 NW 60TH AVENUE  
MIAMI LAKES, FLORIDA 33014

Correspondent: JOHNSON & JOHNSON  
PHILIP S. JOHNSON, ESQ.  
CHIEF PATENT COUNSEL  
ONE JOHNSON & JOHNSON PLAZA  
NEW BRUNSWICK, NJ 08933-7003

#### Assignment: 2

Reel/Frame: 020234/0460      Recorded: 12/13/2007      Pages: 8  
Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).  
Assignor: CORDIS CORPORATION      Exec Dt: 12/12/2007

Assignee: WYETH  
5 GIRALDA FARMS  
MADISON, NEW JERSEY 07940

Correspondent: FRANCES LEVINE  
1 JOHNSON & JOHNSON PLAZA  
NEW BRUNSWICK, NJ 08933

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Web interface last modified: October 18, 2008 v.2.0.2

Salvatore Caldarise


Director, Patent Estate Management  
Cordis Corporation  
email: [scaldari@its.jnj.com](mailto:scaldari@its.jnj.com)  
(Please make a note of my new phone numbers)  
Phone: 732 805-6260  
Fax: 732 805-6109

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# RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents:

Please record the attached original documents or copy thereof.

|  |   |
|--|---|
| <p>1. Name of conveying party(ies):</p> <p style="text-align: center;">John Borges<br/>Maritza Carballo<br/>Pallassana V. Narayanan<br/>William D. Shaw, Jr.<br/>Christopher W. Widenhouse</p> <p>Additional name(s) of conveying party(ies) attached?<br/> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>   | <p>2. Name and address of receiving party(ies):</p> <p>Name: Cordis Corporation</p> <p>Street Address:<br/>14201 NW 60<sup>th</sup> Avenue</p> <p>City: Miami Lakes<br/>State: FL    Zip: 33014</p> <p>Additional name(s) &amp; address(es) attached?<br/> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement    <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other</p> <p>Execution Date: June 30 &amp; July 19, 2004</p>  |   |
| <p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s)                      B. Patent No.(s)</p> <p style="text-align: center;">10/883,328</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>   |   |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p style="text-align: center;">Philip S. Johnson, Esq.<br/>Chief Patent Counsel<br/>Johnson &amp; Johnson<br/>One Johnson &amp; Johnson Plaza<br/>New Brunswick, NJ 08933-7003</p>  | <p>6. Total number of applications &amp; patents involved: <u>1</u></p> <hr/> <p>7. Total fee (37 CFR 3.41) ..... <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <hr/> <p>8. Deposit Account Number:<br/>10-0750/CRD5042USANP/CJE</p>                                      |
| <p>9. Statement and signature</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <p>Carl J. Evens</p> <hr/> <p>Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  <hr/> <p>Signature</p> </div> <div style="width: 30%; text-align: right;"> <p>September 30, 2004</p> <hr/> <p>Date</p> </div> </div> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: 9</p> |   |

Mail documents to be recorded with required cover sheet information to:

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450



A S S I G N M E N T

Serial No. 10/883,328  
Filed July 1, 2004

WHEREAS, John Borges, Maritza Carballo, Pallassana V. Narayanan, William D. Shaw, Jr. and Christopher W. Widenhouse, residing at 13988 Lake Lure Ct., Miami Lakes, FL 33014; 3607 SW 166 Ave., Miramar, FL 33027; 3 Sweet Briar Court, Belle Mead, NJ 08502; 761 NW 7<sup>th</sup> Ave. Plantation, FL 33317 and 610 SW 164<sup>th</sup> Ave., Pembroke Pines, FL 33027, respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

A COATING FOR CONTROLLED RELEASE OF A THERAPEUTIC AGENT

for which they have executed an application for Letters Patent of the United States; and

WHEREAS, Cordis Corporation, a corporation of the State of Florida, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this            day of            , 2004

\_\_\_\_\_  
John Borges (L.S.)

STATE OF Florida)

) ss.

COUNTY OF            )

BE IT REMEMBERED, That on this            day of            , 2004, before me, a Notary Public, personally appeared John Borges, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set her  
hand and seal this            day of            , 2004

\_\_\_\_\_  
Maritza Carballo (L.S.)

STATE OF Florida)

) ss.

COUNTY OF            )

BE IT REMEMBERED, That on this            day of            ,  
2004, before me, a Notary Public, personally appeared Maritza  
Carballo, who I am satisfied is the person named in and who  
executed the foregoing instrument in my presence, and I having  
first made known to her the contents thereof, she did  
acknowledge that she signed, sealed, and delivered the same as  
her voluntary act and deed for the uses and purposes therein  
expressed.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set his  
hand and seal this            day of            , 2004

  
Pallassana V. Narayanan (L.S.)

STATE OF New Jersey)

) ss.

COUNTY OF Somerset

BE IT REMEMBERED, That on this 30<sup>th</sup> day of June ,  
2004, before me, a Notary Public, personally appeared Pallassana  
V. Narayanan, who I am satisfied is the person named in and who  
executed the foregoing instrument in my presence, and I having  
first made known to him the contents thereof, he did acknowledge  
that he signed, sealed, and delivered the same as his voluntary  
act and deed for the uses and purposes therein expressed.

  
\_\_\_\_\_  
Notary Public

**KAREN WILK**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 1/29/2007

IN TESTIMONY WHEREOF, Assignor has hereunto set his  
hand and seal this            day of            , 2004

\_\_\_\_\_  
William D. Shaw, Jr. (L.S.)

STATE OF Florida)

) ss.

COUNTY OF            )

BE IT REMEMBERED, That on this            day of            ,  
2004, before me, a Notary Public, personally appeared William D.  
Shaw, Jr., who I am satisfied is the person named in and who  
executed the foregoing instrument in my presence, and I having  
first made known to him the contents thereof, he did acknowledge  
that he signed, sealed, and delivered the same as his voluntary  
act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set his  
hand and seal this            day of            , 2004

\_\_\_\_\_  
Christopher W. Widenhouse (L.S.)

STATE OF Florida)

) ss.

COUNTY OF            )

BE IT REMEMBERED, That on this            day of            ,  
2004, before me, a Notary Public, personally appeared  
Christopher W. Widenhouse, who I am satisfied is the person  
named in and who executed the foregoing instrument in my  
presence, and I having first made known to him the contents  
thereof, he did acknowledge that he signed, sealed, and  
delivered the same as his voluntary act and deed for the uses  
and purposes therein expressed.

\_\_\_\_\_  
Notary Public

A S S I G N M E N T

Serial No. 10/883,328  
Filed July 1, 2004

WHEREAS, John Borges, Maritza Carballo, Pallassana V. Narayanan, William D. Shaw, Jr. and Christopher W. Widenhouse, residing at 13988 Lake Lure Ct., Miami Lakes, FL 33014; 3607 SW 166 Ave., Miramar, FL 33027; 3 Sweet Briar Court, Belle Mead, NJ 08502; 761 NW 7<sup>th</sup> Ave. Plantation, FL 33317 and 610 SW 164<sup>th</sup> Ave., Pembroke Pines, FL 33027, respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

A COATING FOR CONTROLLED RELEASE OF A THERAPEUTIC AGENT

for which they have executed an application for Letters Patent of the United States; and

WHEREAS, Cordis Corporation, a corporation of the State of Florida, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19 day of July, 2004

  
\_\_\_\_\_  
John Borges

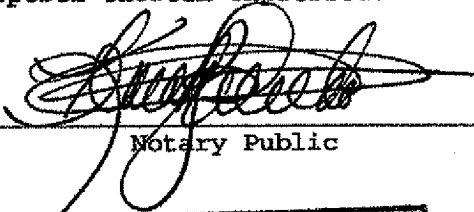
(L.S.)

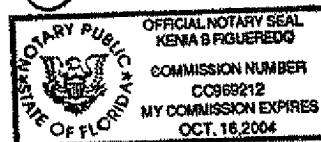
STATE OF Florida)

) ss.

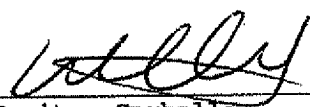
COUNTY OF Dade)

BE IT REMEMBERED, That on this 19th day of July, 2004, before me, a Notary Public, personally appeared John Borges, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

  
\_\_\_\_\_  
Notary Public



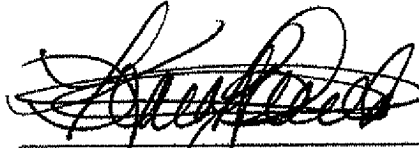
IN TESTIMONY WHEREOF, Assignor has hereunto set her hand and seal this 19<sup>th</sup> day of July, 2004

  
\_\_\_\_\_  
Maritza Carballo (L.S.)

STATE OF Florida)  
COUNTY OF Dade ) ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of July, 2004, before me, a Notary Public, personally appeared Maritza Carballo, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to her the contents thereof, she did acknowledge that she signed, sealed, and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.



  
\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Pallassana V. Narayanan (L.S.)

STATE OF New Jersey)  
COUNTY OF \_\_\_\_\_ ) ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, personally appeared Pallassana V. Narayanan, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19<sup>th</sup> day of July, 2004

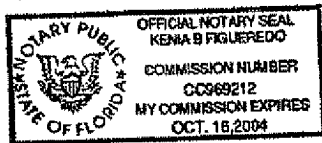
William D. Shaw, Jr. (L.S.)

STATE OF Florida)

) ss.

COUNTY OF DADE

BE IT REMEMBERED, That on this 19<sup>th</sup> day of July, 2004, before me, a Notary Public, personally appeared William D. Shaw, Jr., who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.



[Signature]  
Notary Public

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19<sup>th</sup> day of July, 2004

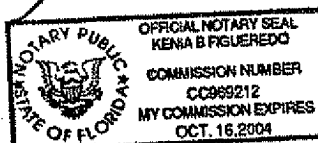
Christopher W. Widenhouse (L.S.)

STATE OF Florida)

) ss.

COUNTY OF DADE

BE IT REMEMBERED, That on this 19<sup>th</sup> day of July, 2004, before me, a Notary Public, personally appeared Christopher W. Widenhouse, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.



[Signature]  
Notary Public



Serial No. 10/883,328 Docket No. CRD 504245NP By: CJE  
Application of: BORGES ET AL. Mailed: 9/30/2004  
Entitled: A COATING FOR CONTROLLED RELEASE OF A  
THERAPEUTIC AGENT  
THE FOLLOWING HAS BEEN RECEIVED IN THE U.S. PATENT OFFICE ON THE DATE STAMPED HEREON:

- |   |   |
|---|---|
| <input type="checkbox"/> Oath or Declaration                          | <input type="checkbox"/> Drawings _____ sheets          |
| <input checked="" type="checkbox"/> Assignment <u>w/ COVER SHEET</u>  | <input type="checkbox"/> MPEP 609/ _____                |
| <input type="checkbox"/> Response <u>(9 pages)</u>                    | <input type="checkbox"/> Notice of Appeal               |
| <input type="checkbox"/> Fee Transmittal                              | <input type="checkbox"/> Brief                          |
| <input checked="" type="checkbox"/> Charge to Deposit Account 10-0750 | <input type="checkbox"/> Priority Document              |
| <input type="checkbox"/> Amendment                                    | <input type="checkbox"/> Status Inquiry                 |
| <input type="checkbox"/> Extension of Time                            | <input type="checkbox"/> Sequence Listings/Diskette     |
| <input type="checkbox"/> Issue Fee Transmittal                        | <input type="checkbox"/> Biological Deposit Declaration |
| <input type="checkbox"/> PCT Filing _____                             | <input type="checkbox"/> Other _____                    |
| <input type="checkbox"/> IDS-Form 1449                                |   |

*Johnson-Johnson*  
**INTERVENTIONAL SYSTEMS**

**EMPLOYEE SECRECY AGREEMENT**

(With Covenant Against Conflicting Employment)

(NAME OF EMPLOYEE)

*Robert F. Falotico*

(RESIDENCE ADDRESS)

*40 Black Horse Run*

(CITY)

*Belle Mead*

(STATE)

*New Jersey*

As used in this agreement:

JJIS means Johnson & Johnson Interventional Systems, its successors or assigns, and any of their existing and future divisions or subsidiaries.

I means the employee whose name appears above, also referred to by its use of first person pronouns, such as me and my.

CONFIDENTIAL INFORMATION means information disclosed to me or known by me as a result of my employment by JJIS, not generally known to the trade or industry in which JJIS is engaged, about products, processes, machines, and services of JJIS, including research, development, manufacturing, purchasing, finance, data processing, engineering, marketing, merchandising and selling; and corresponding information about the products, processes, machines, and services of affiliates of JJIS, acquired by me during my employment by JJIS.

INVENTIONS means discoveries, improvements and ideas, whether patentable or not.

CONFLICTING PRODUCT means any product, process, machine, or service of any person or organization other than JJIS in existence or under development which resembles or competes with a product, process, machine, or service upon which I shall have worked during my term of employment with JJIS, and whose use or marketability could be enhanced by application to it of CONFIDENTIAL INFORMATION to which I shall have had access during my employment.

CONFLICTING ORGANIZATION means any person or organization which is engaged in or about to become engaged in research on or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I AM EMPLOYED OR DESIRE TO BE EMPLOYED BY JJIS IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION.

In consideration of my employment by JJIS.

1. I agree to disclose promptly to JJIS all INVENTIONS conceived or made by me whether or not during my hours of employment or with the use of JJIS facilities, materials, or personnel, either solely or jointly with another or others during my employment by JJIS, and related to the actual or anticipated business or activities of JJIS, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work performed by me for, or on behalf of, JJIS. I assign and agree to assign my entire right, title and interest therein to JJIS.

2. I shall, whenever requested to do so by JJIS, execute any applications, assignments or other instruments which JJIS shall consider necessary, to apply for and obtain Letters Patent in the United States, or any foreign country, or to protect otherwise JJIS interests. These obligations shall continue beyond the termination of my employment with JJIS with respect to INVENTIONS conceived or made by me during my period of employment, and shall be binding upon my executors, administrators, or other legal representatives.

3. I shall not disclose to JJIS or induce JJIS to use any secret or confidential information or material belonging to others, including my former employers, if any.

4. Unless I first secure JJIS written consent, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION of which I become informed during my employment, whether or not developed by me.

5. I will not assert any rights under any INVENTIONS as having been made or acquired by me prior to my being employed by JJIS, unless such INVENTIONS are identified on a sheet attached hereto and signed by me as of the date of this agreement.

6. I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States or Canada, for a period of two (2) years after termination of my employment with JJIS, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided JJIS, prior to my accepting such employment shall receive separate written assurances satisfactory to JJIS from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, in connection with any CONFLICTING PRODUCT.

7. If I am unable to obtain employment consistent with my training and education, solely because of the provisions of this agreement with respect to employment by a **CONFLICTING ORGANIZATION**, such prohibition shall hind me only as long as JJIS shall make payments to me equal to my monthly base pay at termination (exclusive of extra compensation and employee benefits) for each month of such unemployment for the period specified in paragraph 6.

8. I will, for each month of such unemployment for which I claim payment, give JJIS a detailed written account of my efforts to obtain employment, and such account will include a statement by me that although I conscientiously sought employment, I was unable to obtain it solely because of the provisions of this agreement. I will submit such account within fifteen (15) days following the end of each calendar month of my unemployment, and JJIS shall make a payment to me equal to my monthly base pay at termination.

9. It is understood that JJIS shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I failed to account to JJIS.

10. If after termination of my employment with JJIS, I will obtain other employment but, because of the provisions of this agreement, my position will be such that my gross monthly income will be less than which I last received from JJIS as regular monthly base pay, then JJIS obligation to make payments to me for the period specified in paragraph 6 will be limited to the difference between the amount I last received from JJIS as regular monthly base pay, and the gross monthly income I will receive in my subsequent employment.

11. If JJIS, at any time within the period specified in paragraph 6, following termination of my employment gives me a written release from the obligations of paragraph 6 of this agreement, JJIS will thereafter no longer be obligated to make the payments required according to this agreement.

12. I agree that in the event I am transferred from JJIS to a JOHNSON & JOHNSON subsidiary or affiliate, such transfer shall not operate to terminate or modify this agreement except that the employer corporation to which I am transferred shall be construed for the purpose of this agreement as standing in the same place and stead as "JJIS" as of the date of transfer. However, the promises and obligations of paragraph 6 through 11, as applicable, shall remain binding upon JJIS and me throughout such employment by the JJIS subsidiary or affiliate, the same as if I had continued in the employment of JJIS. It is expressly understood that the two (2) year period provided in paragraph 6 shall commence upon termination of my employment with JJIS and at no subsequent time, irrespective of the duration of my employment by any JJIS subsidiary or affiliate to which a separate two (2) year period shall be applicable.

13. Upon termination of my employment with JJIS, prior to or upon my retirement, I shall turn over to a designated individual employed by JJIS al property then in my possession or custody and belonging to JJIS. I shall not retain anycopies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents relating in any way to the affairs of JJIS or to the affairs of its affiliated companies and which are entrusted to me at any time during my employment with JJIS.

14. I ACKNOWLEDGE HAVING READ EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter heteof it is my entire agreement with JJIS, superseding any previous oral or written communications, representations, understandings, or agreements with JJIS or any of its officials or representatives.

15. This agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal, and thereafter JJIS has caused these presents to be signed by a duly authorized officer and its seal affixed this 11th day of March, 1996

WITNESSES AS TO EMPLOYEE  
( must be two)

NAME Talene McEntee  
ADDRESS 5 Dec St  
CITY Belle Mead STATE NJ  
NAME Allison K. Harris  
ADDRESS 148 Anthony Road  
CITY Allen Gardens STATE NJ

ATTEST

ASSISTANT SECRETARY

Robert J. J. J. (L.S.)  
EMPLOYEE

JOHNSON & JOHNSON INTERVENTIONAL SYSTEMS  
BY P. J. J. J.  
AUTHORIZED OFFICER

**EMPLOYEE SECRECY, NON-COMPETITION  
AND NON-SOLICITATION AGREEMENT**

a Johnson & Johnson company

Name of Employee:

Jonathan Z. Zhao

Residence Address:

12 Briar Hill Court  
Belle Mead, NJ 08502

U.S.A.

As used in this Agreement:

the COMPANY means CORDIS CORPORATION and JOHNSON & JOHNSON and any of their successors or assigns, purchasers, acquirers, and any of their existing and future subsidiaries, divisions or affiliates, including any such subsidiary, division or affiliate of Johnson & Johnson to which I may be transferred or by which I may be employed in the future. Affiliates of the COMPANY are any corporation, entity or organization at least 50% owned by the COMPANY, by Johnson & Johnson or by any subsidiary of Johnson & Johnson.

I means the employee whose name appears above, also referred to by the use of first person pronouns, such as me and my.

INVENTIONS mean discoveries, improvements and/or ideas, whether patentable or not.

CONFIDENTIAL INFORMATION means information disclosed to me or known by me as a result of my employment by the COMPANY, not generally known to the trade or industry in which the COMPANY is engaged, about products, processes, technologies, machines, customers, clients, employees, services and strategies of the COMPANY, including, but not limited to, inventions, research, development, manufacturing, purchasing, finance, computer software, computer hardware, automated systems, engineering, marketing, merchandising, selling, sales volumes or strategies, number or location of sales representatives, names or significance of the COMPANY's customers or clients or their employers or representatives, preferences, needs or requirements, purchasing histories, or other customer or client-specific information.

CONFLICTING PRODUCT means any product, process, technology, machine, invention or service of any person or organization other than the COMPANY in existence or under development which resembles or competes with a product, process, technology, machine, invention or service upon which I shall have worked or about which I become knowledgeable as a result of employment with the COMPANY and whose use or marketability could be enhanced by application to it of CONFIDENTIAL INFORMATION which I shall have had access to during my employment.

CONFLICTING ORGANIZATION means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I recognize that the business in which the COMPANY is engaged is extremely competitive and that the COMPANY will be providing me with CONFIDENTIAL INFORMATION both at the commencement of my employment and thereafter and may also be providing me with the opportunity to contribute to the creation of CONFIDENTIAL INFORMATION, which will assist both the COMPANY and me in competing effectively. I recognize that CONFIDENTIAL INFORMATION is significant to the COMPANY'S competitive position and that the COMPANY therefore expects me to keep it secret and also expects me not to compete with the COMPANY during my employment and for a period of time thereafter.

Accordingly, in consideration of the receipt of CONFIDENTIAL INFORMATION, my employment or the continuation of my employment by the COMPANY, and other benefits being provided to me in connection with this Agreement, including those provided pursuant to paragraph 9:

I agree to disclose promptly to the COMPANY all INVENTIONS conceived or made by me whether or not during my hours of employment or with the use of the COMPANY'S facilities, materials or personnel, either solely or jointly with another or others during my employment with the COMPANY, and related to the actual or anticipated business or activities of the COMPANY, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work performed by me for, or on behalf of, the COMPANY. I assign and agree to assign my entire right, title and interest therein to the COMPANY. I will not assert any rights under or to any INVENTIONS as having been made or acquired by me prior to my being employed by the COMPANY unless such INVENTIONS are identified on a sheet attached hereto and signed by me and the COMPANY as of the date of this Agreement.

I recognize that all works, including, but not limited to reports, computer programs, drawings, documentation and publications, which I prepare within the scope of my employment with the COMPANY, shall be works made for hire and that the worldwide copyrights therein shall be the sole and exclusive property of the COMPANY. In the event that any said copyrightable work or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held to not be a work made for hire, I agree to

assign, and do hereby so assign to the COMPANY, all right, title and interest in and to said work or portion thereof. I will promptly and fully disclose all such works to the COMPANY.

3. I shall, whenever requested to do so by the COMPANY, execute any applications, assignments or other instruments which the COMPANY shall consider necessary to apply for and obtain Letters Patent, trademark and/or copyright registrations in the United States, or in any foreign country, or to protect otherwise the COMPANY's interests. These obligations shall continue beyond the termination of my employment with the COMPANY with respect to INVENTIONS, trademarks or copyrightable works conceived, authored or made by me during my period of employment, and shall be binding upon my executors, administrators, or other legal representatives.

4. I shall not disclose to the COMPANY or induce the COMPANY to use any secret, proprietary or confidential information or material belonging to others, including my former employers, if any. I am aware of no agreement, contract, non-compete covenant, non-disclosure/secrecy agreement or similar restriction that would in any way restrict, limit or prohibit my employment by the COMPANY that I have not disclosed and provided to the COMPANY.

5. I recognize that CONFIDENTIAL INFORMATION is of great value to the COMPANY, that the COMPANY has legitimate business interests in protecting its CONFIDENTIAL INFORMATION, and that the disclosure to anyone not authorized to receive such information, including a CONFLICTING ORGANIZATION, will cause immediate irreparable injury to the COMPANY. Unless I first secure the COMPANY's written consent, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION. I understand and agree that any obligations not to disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION shall continue after termination of my employment for any reason.

6. During my employment with the COMPANY and for a period of eighteen (18) months after termination of my employment with the COMPANY for any reason, I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States, or in any foreign country or territory in which the services I may provide could enhance the use or marketability of a CONFLICTING PRODUCT by application of CONFIDENTIAL INFORMATION which I shall have had access to during my employment, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided that the COMPANY, prior to my accepting such employment, shall receive separate written assurances satisfactory to the COMPANY from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, for an 18-month period, in connection with any CONFLICTING PRODUCT. I also agree that during my employment with the COMPANY and for a period of 18 months thereafter, I will not render services to any other organization or person in a position in which I could use CONFIDENTIAL INFORMATION to the detriment of the COMPANY.

7. I recognize that the COMPANY's relations with its accounts, customers and clients represents an important business asset that results from the COMPANY's significant investment of its time and resources. I further recognize that by virtue of my employment by the COMPANY, I have gained or may gain relationships with the accounts, customers and clients of the COMPANY, and because of such relationships, I could cause the COMPANY great loss, damage, and immediate irreparable harm, if, during my employment by the COMPANY or subsequent to the termination of such employment for any reason, I should for myself or on behalf of any other person, entity, firm or corporation, sell, offer for sale, or solicit or assist in the sale of a product or service that could compete with a product or service being sold or developed by the COMPANY. I therefore agree that during my employment with the COMPANY and for eighteen (18) months after termination of such employment for any reason, I will not solicit any business from, sell to, or render any service to, or directly or indirectly, help others to solicit business from or render service or sell to, any of the accounts, customers or clients with whom I have had contact during the last twelve (12) months of my employment with the COMPANY, for any purpose related to the sale of any such product or service. I also agree that for a period of twelve (12) months after termination of employment with the COMPANY for any reason, I will not solicit or hire on my own behalf, or on behalf of others, any COMPANY employee.

8. To enable the COMPANY to monitor my compliance with the obligations imposed by this Agreement, I agree to inform the COMPANY, at the time I give notice of my termination of employment, of the identity of my new employer and of my job title and responsibilities, and will continue to so inform the COMPANY, in writing, any time I change employment during the eighteen (18) months following termination of my employment with the COMPANY for any reason.

9. If I am unable to obtain employment consistent with my training and education solely because of a prohibition of paragraph 6 or 7 of this Agreement, or if I am able to obtain only a position in which my Gross Monthly Pay is less than what I last received from the COMPANY as Gross Monthly Pay, then any prohibition of those paragraphs that caused me to be unable to obtain such employment (or that is responsible for the above-referenced differential in pay), shall bind me only as long as the COMPANY shall make monthly payment to me equal to the lesser of (a) the amount last received from the COMPANY as Gross Monthly Pay, or (b) the difference between my last Gross Monthly Pay at the COMPANY and my Gross Monthly Pay in any subsequent employment. Gross Monthly Pay shall consist of the sum of the following applicable amounts, prorated to a monthly basis: my annual base pay, annual commissions, year-end cash bonus, and the monetary value of my year-end stock award (but not stock option grants, any other extra compensation or benefits). My Gross Monthly Pay at the COMPANY will be based on the amounts actually received by me during the last twelve calendar months I was employed by the COMPANY. My Gross Monthly Pay in any subsequent employment will be based on a projection of the amounts to be received by me during the first twelve months in that employment.

10. In order to qualify for the payments provided for in paragraph 9 above, I understand that I must, for each month that I claim payment is due, represent to the Vice President of Human Resources of the COMPANY, in writing within fifteen (15) days following the end

of that calendar month, that although I diligently sought employment consistent with my training and education, I was unable to obtain it, or was unable to obtain a position in which my Gross Monthly Pay equaled what I last received from the COMPANY as Gross Monthly Pay, as the case may be, solely because of a prohibition of paragraph 6 or 7 of this Agreement. I must also promptly submit such further information as the COMPANY may request to enable it to verify the accuracy of my representation. I understand that the COMPANY shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I have failed to comply with a requirement of this paragraph 10.

11. I further understand that if, at any time within the period of prohibition specified in paragraph 6 or 7, the COMPANY gives me a written release from the prohibition of paragraph 6 or 7 that has been the sole cause of my inability to obtain employment consistent with my training and education or my inability to obtain a position in which my Gross Monthly Pay equals what I last received from the COMPANY as Gross Monthly Pay, as the case may be, then, the COMPANY will no longer be obligated to make the payments that had been required due to these prohibitions.

12. Upon termination of my employment with the COMPANY for any reason, I shall turn over to a designated individual employed by the COMPANY, all property then in my possession or custody and belonging to the COMPANY, including any computer equipment. I shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of the COMPANY and which were entrusted to me or obtained by me at any time during my employment with the COMPANY.

13. I understand and acknowledge that if I violate this Agreement or am about to violate this Agreement by disclosing or using information prohibited by paragraph 5 above, accepting employment or providing services prohibited by paragraph 6 or 7 above, or failing to turn over property as required by paragraph 12 above, the COMPANY shall have the right, and be entitled to, in addition to any other remedies it may have, injunctive relief; in other words, I understand and acknowledge that the COMPANY can bar me from disclosing or using such information, bar me from accepting such employment or rendering such services for the periods specified in paragraphs 6 and 7 above, and require that I turn over such property.

14. I hereby consent and agree to assignment by the COMPANY of this Agreement and all rights and obligations hereunder including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition by the COMPANY or relating to all or part of its assets, divisions and/or affiliates.

15. Nothing herein shall limit or reduce my common law duties to the COMPANY, including but not limited to my duty of loyalty.

16. This Agreement shall be interpreted according to the laws of the State of New Jersey without regard to the conflict of law rules thereof. I agree that any action relating to or arising out of this Agreement may be brought in the courts of the State of New Jersey; or, if subject matter jurisdiction exists, in the United States District Court for the District of New Jersey. I consent to personal jurisdiction and venue in both such courts and to service of process by United States Mail or express courier service in any such action.

17. In the event that any provision of this Agreement is invalidated or unenforceable under applicable law, that shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is unenforceable because it is overbroad, that provision shall be limited to the extent required by applicable law and enforced as so limited.

18. The following applies only to a California, Minnesota or North Carolina employee: Notification is hereby given that paragraph 1 does not apply to an invention to which no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely by me on my own time, and (a) which does not relate (i) to the business of the COMPANY or (ii) to the COMPANY's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by me for the COMPANY.

19. The following applies only to a State of Washington employee: Notification is hereby given that paragraph 1 does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the COMPANY or (ii) to the COMPANY's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the COMPANY.

20. Nothing contained in this Agreement shall be deemed to confer on me any rights with respect to the duration of my employment with the COMPANY. I UNDERSTAND AND AGREE THAT MY EMPLOYMENT RELATIONSHIP WITH THE COMPANY IS TERMINABLE AT WILL BY EITHER THE COMPANY OR ME, WITH OR WITHOUT CAUSE, EXCEPT THAT IF I INITIATE THE TERMINATION, THERE SHALL BE, AT THE COMPANY'S OPTION, A PERIOD OF UP TO FOURTEEN (14) DAYS AFTER I GIVE WRITTEN NOTICE OF TERMINATION BEFORE THE TERMINATION BECOMES EFFECTIVE. If the COMPANY elects to continue my employment during the notice period, it shall advise me of that fact, and of the duration of the notice period. During any notice period, I will provide such transitional services as the COMPANY may request. The COMPANY will be obligated to continue my pay during the notice period, and my duty of loyalty to the COMPANY shall continue through such period.

I ACKNOWLEDGE HAVING READ, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with the COMPANY, superseding any previous oral or written communications, representations, understandings, or agreements with the COMPANY or any of its officials or representatives.

DATE: 7/29/2002

Jonathan Z. Zilber  
EMPLOYEE  
Name  
Address  
City/State  
12 Bugar Hill Court  
Belle Mead, NJ 08502



**EMPLOYEE SECRECY, NON-COMPETITION  
AND NON-SOLICITATION AGREEMENT**

Name of Employee:

Tom J. PARRY

Residence Address:

1452 Bette Lane  
Hellertown, PA 17033

As used in this Agreement:

the **COMPANY** means CORDIS CORPORATION and JOHNSON & JOHNSON and any of their successors or assigns, purchasers, acquirers, and any of their existing and future subsidiaries, divisions or affiliates, including any such subsidiary, division or affiliate of Johnson & Johnson to which I may be transferred or by which I may be employed in the future. Affiliates of the **COMPANY** are any corporation, entity or organization at least 50% owned by the **COMPANY**, by Johnson & Johnson or by any subsidiary of Johnson & Johnson.

**I** means the employee whose name appears above, also referred to by the use of first person pronouns, such as me and my.

**INVENTIONS** mean discoveries, improvements and/or ideas, whether patentable or not.

**CONFIDENTIAL INFORMATION** means information disclosed to me or known by me as a result of my employment by the **COMPANY**, not generally known to the trade or industry in which the **COMPANY** is engaged, about trade secrets, products, processes, technologies, machines, customers, clients, employees, services and strategies of the **COMPANY**, including, but not limited to, inventions, research, development, manufacturing, purchasing, finance, computer software, computer hardware, automated systems, engineering, marketing, merchandising, selling, sales volumes or strategies, number or location of sales representatives, names or significance of the **COMPANY's** existing and prospective customers or clients or their employees or representatives, preferences, needs or requirements, purchasing histories, or other customer or client-specific information.

**CONFLICTING PRODUCT** means any product, process, technology, machine, invention or service of any person or organization other than the **COMPANY** in existence or under development which resembles or competes with a product, process, technology, machine, invention or service upon which I shall have worked or about which I become knowledgeable as a result of employment with the **COMPANY** and whose use or marketability could be enhanced by application to it of **CONFIDENTIAL INFORMATION** which I shall have had access to during my employment.

**CONFLICTING ORGANIZATION** means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing, or selling of a **CONFLICTING PRODUCT**.

**EXTRAORDINARY OR SPECIALIZED TRAINING** means any training or education which the **COMPANY** directly or indirectly provides to me to enable me to perform the responsibilities and duties of my employment with the **COMPANY**.

I recognize that the business in which the **COMPANY** is engaged is extremely competitive and that the **COMPANY** will be providing me with **CONFIDENTIAL INFORMATION** both at the commencement of my employment and thereafter and may also be providing me with the opportunity to contribute to the creation of **CONFIDENTIAL INFORMATION**, which will assist both the **COMPANY** and me in competing effectively. I recognize that **CONFIDENTIAL INFORMATION** is significant to the **COMPANY'S** competitive position and that the **COMPANY** has a legitimate business interest in maintaining as confidential the **CONFIDENTIAL INFORMATION**. Therefore, I acknowledge that the **COMPANY** expects me to keep such **CONFIDENTIAL INFORMATION** secret and also expects me not to compete with the **COMPANY** during my employment and for a period of time thereafter.

I recognize that as part of my employment, the **COMPANY** may provide me with **EXTRAORDINARY OR SPECIALIZED TRAINING** and that the **COMPANY** has a legitimate business interest in ensuring that the **COMPANY**, and not a **CONFLICTING ORGANIZATION**, obtains the benefit of having provided me with such training.

Accordingly, in consideration of my receipt of **CONFIDENTIAL INFORMATION**, and/or **EXTRAORDINARY OR SPECIALIZED TRAINING**, my employment or the continuation of my employment by the **COMPANY**, and other benefits being provided to me in connection with this Agreement, including those provided pursuant to paragraph 10:

1. I agree to disclose promptly to the **COMPANY** all **INVENTIONS** conceived or made by me whether or not during my hours of employment or with the use of the **COMPANY's** facilities, materials or personnel, either solely or jointly with another or others during my employment with the **COMPANY**, and related to the actual or anticipated business or activities of the **COMPANY**, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work



- performed by me for, or on behalf of, the COMPANY. I assign and agree to assign my entire right, title and interest therein to the COMPANY. I will not assert any rights under or to any INVENTIONS as having been made or acquired by me prior to my being employed by the COMPANY unless such INVENTIONS are identified on a sheet attached hereto and signed by me and the COMPANY as of the date of this Agreement.
2. I recognize that all works, including, but not limited to reports, computer programs, drawings, documentation and publications, which I prepare within the scope of my employment with the COMPANY, shall be works made for hire and that the worldwide copyrights therein shall be the sole and exclusive property of the COMPANY. In the event that any said copyrightable work or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held to not be a work made for hire, I agree to assign, and do hereby so assign to the COMPANY, all right, title and interest in and to said work or portion thereof. I will promptly and fully disclose all such works to the COMPANY.
  3. I shall, whenever requested to do so by the COMPANY, execute any applications, assignments or other instruments which the COMPANY shall consider necessary to apply for and obtain Letters Patent, trademark and/or copyright registrations in the United States, or any foreign country, or to protect otherwise the COMPANY's interests. These obligations shall continue beyond the termination of my employment with the COMPANY with respect to INVENTIONS, trademarks or copyrightable works conceived, authored or made by me during my period of employment, and shall be binding upon my executors, administrators, or other legal representatives.
  4. I shall not disclose to the COMPANY or induce the COMPANY to use any secret, proprietary or confidential information or material belonging to others, including my former employers, if any. I am aware of no agreement, contract, non-compete covenant, non-disclosure/secrecy agreement or similar restriction that would in any way restrict, limit or prohibit my employment by the COMPANY that I have not disclosed and provided to the COMPANY.
  5. I recognize that CONFIDENTIAL INFORMATION is of great value to the COMPANY, that the COMPANY has legitimate business interests in protecting its CONFIDENTIAL INFORMATION, and that the disclosure to anyone not authorized to receive such information, including a CONFLICTING ORGANIZATION, will cause immediate irreparable injury to the COMPANY. Unless I first secure the COMPANY's written consent, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION. I understand and agree that my obligations not to disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION shall continue after termination of my employment for any reason.
  6. During my employment with the COMPANY and for a period of eighteen (18) months after termination of my employment with the COMPANY for any reason, I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States, or in any foreign country or territory in which the services I may provide could enhance the use or marketability of a CONFLICTING PRODUCT by application of CONFIDENTIAL INFORMATION which I shall have had access to during my employment, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided that the COMPANY, prior to my accepting such employment, shall receive separate written assurances satisfactory to the COMPANY from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, for an 18-month period, in connection with any CONFLICTING PRODUCT. I also agree that during my employment with the COMPANY and for a period of 18 months thereafter, I will not render services to any other organization or person in a position in which I could use CONFIDENTIAL INFORMATION to the detriment of the COMPANY.
  7. I recognize that the COMPANY's relations with its existing and prospective accounts, customers and clients represents an important business asset that results from the COMPANY's significant investment of its time and resources. I further recognize that by virtue of my employment by the COMPANY, I have gained or may gain relationships with the existing and prospective accounts, customers and clients of the COMPANY, and because of such relationships, I could cause the COMPANY great loss, damage, and immediate irreparable harm, if, during my employment by the COMPANY or subsequent to the termination of such employment for any reason, I should for myself or on behalf of any other person, entity, firm or corporation, sell, offer for sale, or solicit or assist in the sale of a product or service that could compete with a product or service being sold or developed by the COMPANY. I therefore agree that during my employment with the COMPANY and for eighteen (18) months after termination of such employment for any reason, I will not solicit any business from, sell to, or render any service to, or, directly or indirectly, help others to solicit business from or render service or sell to, any of the existing or prospective accounts, customers or clients with whom I have had contact during the last twelve (12) months of my employment with the COMPANY, for any purpose related to the sale of any such product or service. I also agree that for a period of twelve (12) months after termination of employment with the COMPANY for any reason, I will not solicit or hire on my own behalf, or on behalf of others, any COMPANY employee.
  8. To enable the COMPANY to monitor my compliance with the obligations imposed by this Agreement, I agree to inform the COMPANY, at the time I give notice of my termination of employment, of the identity of my new employer and of my job title and responsibilities, and will continue to so inform the COMPANY, in writing, any time I change employment during the eighteen (18) months following termination of my employment with the COMPANY for any reason.
  9. I acknowledge that I have carefully read and considered the provisions of paragraphs 6, 7, and 8 hereof and, after having done so, agree that the restrictions set forth (including but not limited to, the time period restrictions, scope of activity encompassed by the restrictions and the geographical area restrictions) are fair and reasonable and are reasonably necessary to protect the legitimate business interests of the COMPANY.

12. If the COMPANY terminates my employment with the COMPANY without cause, and if I am unable to obtain employment consistent with my training and education solely because of a prohibition of paragraph 6 or 7 of this Agreement, or if I am able to obtain only a position in which my Gross Monthly Pay is less than what I last received from the COMPANY as Gross Monthly Pay, then any prohibition of those paragraphs that caused me to be unable to obtain such employment (or that is responsible for the above-referenced differential in pay), shall bind me only as long as the COMPANY shall make monthly payment to me equal to the lesser of (a) the amount last received from the COMPANY as Gross Monthly Pay, or (b) the difference between my last Gross Monthly Pay at the COMPANY and my Gross Monthly Pay in any subsequent employment. Gross Monthly Pay shall consist of the sum of the following applicable amounts, prorated to a monthly basis: my annual base pay, annual commissions, year-end cash bonus, and the monetary value of my year-end stock award (but not stock option grants, any other extra compensation or benefits). My Gross Monthly Pay at the COMPANY will be based on the amounts actually received by me during the last twelve calendar months I was employed by the COMPANY. My Gross Monthly Pay in any subsequent employment will be based on a projection of the amounts to be received by me during the first twelve months in that employment.
11. In order to qualify for the payments provided for in paragraph 10 above, I understand that I must, for each month that I claim payment is due, represent to the Vice President of Human Resources of the COMPANY, in writing within fifteen (15) days following the end of that calendar month, that although I diligently sought employment consistent with my training and education, I was unable to obtain it, or was unable to attain a position in which my Gross Monthly Pay equaled what I last received from the COMPANY as Gross Monthly Pay, as the case may be, solely because of a prohibition of paragraph 6 or 7 of this Agreement. I must also promptly submit such further information as the COMPANY may request to enable it to verify the accuracy of my representation (including but not limited to a list of the names and phone numbers of all persons or entities I contacted during the prior month to inquire about possible employment). I understand that the COMPANY shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I have failed to comply with a requirement of this paragraph 11.
12. I further understand that if, at any time within the period of prohibition specified in paragraph 6 or 7, the COMPANY gives me a written release from the prohibition of paragraph 6 or 7 that has been the sole cause of my inability to obtain employment consistent with my training and education or my inability to obtain a position in which my Gross Monthly Pay equals what I last received from the COMPANY as Gross Monthly Pay, as the case may be, then, the COMPANY will no longer be obligated to make the payments that had been required due to those prohibitions.
13. Upon termination of my employment with the COMPANY for any reason, I shall turn over to a designated individual employed by the COMPANY, all property then in my possession or custody and belonging to the COMPANY, including any computer equipment. I shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of the COMPANY and which were entrusted to me or obtained by me at any time during my employment with the COMPANY.
14. I understand and acknowledge that if I violate this Agreement or am about to violate this Agreement by disclosing or using information prohibited by paragraph 5 above, accepting employment or providing services prohibited by paragraph 6 or 7 above, or failing to turn over property as required by paragraph 13 above, the COMPANY shall have the right, and be entitled to, in addition to any other remedies it may have, injunctive relief; in other words, I understand and acknowledge that the COMPANY can bar me from disclosing or using such information, bar me from accepting such employment or rendering such services for the periods specified in paragraphs 6 and 7 above, and require that I turn over such property.
15. I hereby consent and agree to assignment by the COMPANY of this Agreement and all rights and obligations hereunder including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition by the COMPANY or relating to all or part of its assets, divisions and/or affiliates.
16. Nothing herein shall limit or reduce my common law duties to the COMPANY, including but not limited to my duty of loyalty.
17. This Agreement shall be interpreted according to the laws of the State of Florida without regard to the conflict of law rules thereof. I agree that any action relating to or arising out of this Agreement shall be brought in the courts of Miami-Dade County, Florida or, if subject matter jurisdiction exists, in the United States District Court for the Southern District of Florida. I consent to personal jurisdiction of and venue in both such courts and to service of process by United States Mail or express courier service in any such action.
18. In the event that any provision of this Agreement is invalidated or unenforceable under applicable law, that shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is unenforceable because it is overbroad, that provision shall be limited to the extent required by applicable law and enforced as so limited. This Agreement may only be modified, amended or changed by written instrument executed by both the COMPANY and me.
19. The following applies only to a California, Minnesota or North Carolina employee: Notification is hereby given that paragraph 1 does not apply to an invention to the extent that no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely by me on my own time, and (a) which does not relate (i) to the business of the COMPANY or (ii) to the COMPANY's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by me for the COMPANY.
20. The following applies only to a State of Washington employee: Notification is hereby given that paragraph 1 does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the COMPANY or (ii) to the

COMPANY's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the COMPANY.

21. Nothing contained in this Agreement shall be deemed to confer on me any rights with respect to the duration of my employment with the COMPANY. I UNDERSTAND AND AGREE THAT MY EMPLOYMENT RELATIONSHIP WITH THE COMPANY IS TERMINABLE AT WILL BY EITHER THE COMPANY OR ME, WITH OR WITHOUT CAUSE, EXCEPT THAT IF I INITIATE THE TERMINATION, THERE SHALL BE, AT THE COMPANY'S OPTION, A PERIOD OF UP TO FOURTEEN (14) DAYS AFTER I GIVE WRITTEN NOTICE OF TERMINATION BEFORE THE TERMINATION BECOMES EFFECTIVE. If the COMPANY elects to continue my employment during the notice period, it shall advise me of that fact, and of the duration of the notice period. During any notice period, I will provide such transitional services as the COMPANY may request. The COMPANY will be obligated to continue my pay during the notice period, and my duty of loyalty to the COMPANY shall continue through such period.

I ACKNOWLEDGE HAVING READ, UNDERSTOOD, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with the COMPANY, superseding any previous oral or written communications, representations, understandings, or agreements with the COMPANY or any of its officials or representatives.

DATE:

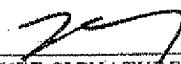
9 Jan 04

EMPLOYEE SIGNATURE

Name

Address

City/State

  
Tom J. Carey  
1452 Bette Ln  
Hellertown, PA 18055

Cordis

# Patent Agreement

|                     |             |                |            |         |        |
|---------------------|-------------|----------------|------------|---------|--------|
| Last Name           | NARAYANAN   | First Name     | PALLASSANA | Initial | V      |
| Social Security No. | 077-62-8705 | Department No. | 895        | Company | CORDIS |
|                     |             |                |            | Code    |        |

In consideration of employment by my Employer (which shall mean Cordis Corporation, herein called the Company, or any corporation of which the Company owns, directly or indirectly, one-half or more of the voting stock), and in consideration of the salary or wages received by me during such employment, I hereby agree as follows:

1. All inventions and discoveries made by me, solely or jointly with others, during the period of my employment by my Employer and six months thereafter, arising out of my employment or pertaining to the business or the research activities of my Employer, and all records and reports including original notebooks, drawings and memoranda (which I hereby agree to keep), are and shall be the property of my Employer.
2. I will promptly, without request, disclose to my Employer all such inventions and discoveries made by me.
3. Upon request of my Employer and at his expense, I or my legal representative will apply for Letters Patent in this and in foreign countries on such inventions and discoveries; will execute all papers necessary thereto, including assignments of patent applications and patents; and will lend assistance in the prosecution or defense of any proceedings in or relating to such patent applications and patents. When such assistance is rendered after my employment, Employer will pay me a reasonable sum (as determined by Employer) for my time and expenses.
4. Upon the termination of my employment, I or my legal representative shall promptly deliver to Employer all originals and copies of drawings, records, reports, notes, correspondence, photographs, blueprints, maps and any other recorded, written or printed matter under my control relating to any inventions and discoveries referred to herein and will return all property of Employer such as equipment, specimens, samples, models and biological cultures.
5. I have set out below a complete list of all inventions, if any, patented or unpatented and/or copyrighted or not, including the numbers of all patents and patent applications files thereon and copyright registrations issued thereon and a brief description of all unpatented inventions, which I made prior to my employment by Employer, and which are to be excluded from the scope of this Agreement. I agree that any patentable or copyrightable improvement made upon the listed inventions or copyrights during my employment by Employer are to be the property of Employer if within the scope of Paragraph (1) above.

I have read this Agreement carefully, understand and accept it. It is to be retroactive to date of my first employment by Employer and will take the place of any previous similar employment agreement signed by me.

over...

cordis.

Business Conduct Agreement

|                     |             |                |            |         |        |
|---------------------|-------------|----------------|------------|---------|--------|
| Last Name           | NARAYANAN   | First Name     | PALLASSANA | Initial | V      |
| Social Security No. | 077-62-8705 | Department No. | 895        | Company | CORDIS |
|                     |             |                |            | Code    |        |

Cordis Corporation follows a policy of treating all suppliers equally. In addition, the Company must ensure that any contacts with competitors or government officials is within the boundaries of sound ethical practices.

The sending or receiving of gifts or favors, though made in the most friendly spirit, may cause embarrassment to one or both parties. Furthermore, acceptance of gifts or favors may imply an obligation on one party to provide special treatment to the other.

In consideration of the salary received by me during my employment with Cordis, I hereby agree as follows:

1. I shall refrain from any action which might be construed as improperly influencing the relationship between the Company and a supplier, competitor or government official.
2. I shall neither make nor receive any payments, gifts of other than token value, favors other than minor gestures, loans of money or other objects of substantial value or excessive entertainment to or from any supplier, competitor or government official.
3. When interpreting "token value", "minor gestures", "substantial value" and "excessive entertainment" as described in paragraph #2 above, I shall use conservative judgment. If I have any doubt concerning such interpretations, I shall consult with my immediate superior for guidance.
4. If I have any reason to believe an action might be viewed as other than proper and ethical business conduct, I shall not consent to such action.
5. I understand that willful violation of any section of this agreement shall be cause for termination of my employment with the Company.

|                    |                    |         |
|--------------------|--------------------|---------|
| Completion         | Witness            | Date    |
| Employee           | Personnel          | Date    |
| <i>[Signature]</i> | <i>[Signature]</i> | 5-31-98 |
| 5/21/98            | <i>[Signature]</i> | 6/13/98 |

cordis

# Conflict of Interest Agreement

|  |                              |                            |
|--|------------------------------|----------------------------|
| Last Name <u>NARAYANAN</u>             | First Name <u>PALLASSANA</u> | Initial <u>V</u>           |
| Social Security No. <u>077-62-8705</u> | Department No. <u>895</u>    | Company <u>CORDIS</u> Code |

During your employment, Cordis Corporation expects you to work in the best interests of the Company and to refrain from any outside activities that might conflict with the best interests of the Company.

The Company does not wish to limit your legitimate outside activities which do not impair your effectiveness at work. However, because of the wide diversification of Company activities and the highly proprietary nature of developmental projects, it is unlikely that you can be fully informed as to the extent and scope of Company activities.

To reduce the possibility of conflicts of interest, and subsequent embarrassment to you and to the Company, you shall be expected to consult with Company management prior to engaging in any outside business or professional activity. Accordingly, you and the Company agree as follows:

1. That during your employment with the Company, you shall inform your immediate superior of any business or professional activity you or any member of your immediate family plans to undertake including, but not limited to, association with any outside concern which presently does business with the Company from which you or any member of your immediate family has or will have a substantial financial interest.
2. If a conflict of interest appears possible, you shall submit a written proposal of the intended activity.
3. The Company shall review the submitted proposal and provide you, within one week of the receipt of the proposal, a written response as to whether or not the proposed activity is considered to be a present or potential conflict of interest. If the evaluation of the proposal requires detailed information not reasonably available within one week, the response shall be delayed and the Company shall inform you as to the reason for delay.
4. If it is determined that a conflict of interest exists, present or potential, you or the member of your immediate family shall refrain from association with the proposed activity.
5. If it is determined by the Company that a limited conflict of interest exists, present or potential, the Company shall inform you of constraints that shall be applied to the activity.
6. You shall have the right to appeal the decision of the Company by submitting a more detailed proposal.
7. The Company shall respond to any appeal, by the processes shown in paragraph 3 and 4 above.
8. You and the Company agree that willful violation of any section of this agreement shall be cause for termination.

|                             |                     |                          |                     |                              |
|-----------------------------|---------------------|--------------------------|---------------------|------------------------------|
| Completion                  |                     |                          |                     |                              |
| Employee <u>[Signature]</u> | Date <u>5/21/88</u> | Witness <u>M. Calder</u> | Date <u>5-31-88</u> | Personnel <u>[Signature]</u> |



**EMPLOYEE SECRECY, NON-COMPETITION  
AND NON-SOLICITATION AGREEMENT**

Name of Employee:

CHRISTOPHER WIDENHOUSE

Residence Address:

2823 SW 40<sup>TH</sup> AVE

GAINESVILLE, FL 32608

As used in this Agreement:

the **COMPANY** means CORDIS CORPORATION and JOHNSON & JOHNSON and any of their successors or assigns, purchasers, acquirers, and any of their existing and future subsidiaries, divisions or affiliates, including any such subsidiary, division or affiliate of Johnson & Johnson to which I may be transferred or by which I may be employed in the future. Affiliates of the COMPANY are any corporation, entity or organization at least 50% owned by the COMPANY, by Johnson & Johnson or by any subsidiary of Johnson & Johnson.

I means the employee whose name appears above, also referred to by the use of first person pronouns, such as me and my.

**INVENTIONS** mean discoveries, improvements and/or ideas, whether patentable or not.

**CONFIDENTIAL INFORMATION** means information disclosed to me or known by me as a result of my employment by the COMPANY, not generally known to the trade or industry in which the COMPANY is engaged, about products, processes, technologies, machines, customers, clients, employees, services and strategies of the COMPANY, including, but not limited to, inventions, research, development, manufacturing, purchasing, finance, computer software, computer hardware, automated systems, engineering, marketing, merchandising, selling, sales volumes or strategies, number or location of sales representatives, names or significance of the COMPANY's customers or clients or their employees or representatives, preferences, needs or requirements, purchasing histories, or other customer or client-specific information.

**CONFLICTING PRODUCT** means any product, process, technology, machine, invention or service of any person or organization other than the COMPANY in existence or under development which resembles or competes with a product, process, technology, machine, invention or service upon which I shall have worked or about which I become knowledgeable as a result of employment with the COMPANY and whose use or marketability could be enhanced by application to it of CONFIDENTIAL INFORMATION which I shall have had access to during my employment.

**CONFLICTING ORGANIZATION** means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I recognize that the business in which the COMPANY is engaged is extremely competitive and that the COMPANY will be providing me with CONFIDENTIAL INFORMATION both at the commencement of my employment and thereafter and may also be providing me with the opportunity to contribute to the creation of CONFIDENTIAL INFORMATION, which will assist both the COMPANY and me in competing effectively. I recognize that CONFIDENTIAL INFORMATION is significant to the COMPANY'S competitive position and that the COMPANY therefore expects me to keep it secret and also expects me not to compete with the COMPANY during my employment and for a period of time thereafter.

Accordingly, in consideration of the receipt of CONFIDENTIAL INFORMATION, my employment or the continuation of my employment by the COMPANY, and other benefits being provided to me in connection with this Agreement, including those provided pursuant to paragraph 9:

1. I agree to disclose promptly to the COMPANY all INVENTIONS conceived or made by me whether or not during my hours of employment or with the use of the COMPANY'S facilities, materials or personnel, either solely or jointly with another or others during my employment with the COMPANY, and related to the actual or anticipated business or activities of the COMPANY, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work performed by me for, or on behalf of, the COMPANY. I assign and agree to assign my entire right, title and interest therein to the COMPANY. I will not assert any rights under or to any INVENTIONS as having been made or acquired by me prior to my being employed by the COMPANY unless such INVENTIONS are identified on a sheet attached hereto and signed by me and the COMPANY as of the date of this Agreement.
2. I recognize that all works, including, but not limited to reports, computer programs, drawings, documentation and publications, which I prepare within the scope of my employment with the COMPANY, shall be works made for hire and that the worldwide copyrights therein shall be the sole and exclusive property of the COMPANY. In the event that any said copyrightable work or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held to not be a work made for hire, I agree to assign, and do hereby so assign to the COMPANY, all right, title and interest in and to said work or portion thereof. I will promptly and fully disclose all such works to the COMPANY.

3. I shall, whenever requested to do so by the COMPANY, execute any applications, assignments or other instruments which the COMPANY shall consider necessary to apply for and obtain Letters Patent, trademark and/or copyright registrations in the United States, or any foreign country, or to protect otherwise the COMPANY's interests. These obligations shall continue beyond the termination of my employment with the COMPANY with respect to INVENTIONS, trademarks or copyrightable works conceived, authored or made by me during my period of employment, and shall be binding upon my executors, administrators, or other legal representatives.
4. I shall not disclose to the COMPANY or induce the COMPANY to use any secret, proprietary or confidential information or material belonging to others, including my former employers, if any. I am aware of no agreement, contract, non-compete covenant, non-disclosure/secrecy agreement or similar restriction that would in any way restrict, limit or prohibit my employment by the COMPANY that I have not disclosed and provided to the COMPANY.
5. I recognize that CONFIDENTIAL INFORMATION is of great value to the COMPANY, that the COMPANY has legitimate business interests in protecting its CONFIDENTIAL INFORMATION, and that the disclosure to anyone not authorized to receive such information, including a CONFLICTING ORGANIZATION, will cause immediate irreparable injury to the COMPANY. Unless I first secure the COMPANY's written consent, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION. I understand and agree that my obligations not to disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION shall continue after termination of my employment for any reason.
6. During my employment with the COMPANY and for a period of eighteen (18) months after termination of my employment with the COMPANY for any reason, I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States, or in any foreign country or territory in which the services I may provide could enhance the use or marketability of a CONFLICTING PRODUCT by application of CONFIDENTIAL INFORMATION which I shall have had access to during my employment, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided that the COMPANY, prior to my accepting such employment, shall receive separate written assurances satisfactory to the COMPANY from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, for an 18-month period, in connection with any CONFLICTING PRODUCT. I also agree that during my employment with the COMPANY and for a period of 18 months thereafter, I will not render services to any other organization or person in a position in which I could use CONFIDENTIAL INFORMATION to the detriment of the COMPANY.
7. I recognize that the COMPANY's relations with its accounts, customers and clients represents an important business asset that results from the COMPANY's significant investment of its time and resources. I further recognize that by virtue of my employment by the COMPANY, I have gained or may gain relationships with the accounts, customers and clients of the COMPANY, and because of such relationships, I could cause the COMPANY great loss, damage, and immediate irreparable harm, if, during my employment by the COMPANY or subsequent to the termination of such employment for any reason, I should for myself or on behalf of any other person, entity, firm or corporation, sell, offer for sale, or solicit or assist in the sale of a product or service that could compete with a product or service being sold or developed by the COMPANY. I therefore agree that during my employment with the COMPANY and for eighteen (18) months after termination of such employment for any reason, I will not solicit any business from, sell to, or render any service to, or, directly or indirectly, help others to solicit business from or render service or sell to, any of the accounts, customers or clients with whom I have had contact during the last twelve (12) months of my employment with the COMPANY, for any purpose related to the sale of any such product or service. I also agree that for a period of twelve (12) months after termination of employment with the COMPANY for any reason, I will not solicit or hire on my own behalf, or on behalf of others, any COMPANY employee.
8. To enable the COMPANY to monitor my compliance with the obligations imposed by this Agreement, I agree to inform the COMPANY, at the time I give notice of my termination of employment, of the identity of my new employer and of my job title and responsibilities, and will continue to so inform the COMPANY, in writing, any time I change employment during the eighteen (18) months following termination of my employment with the COMPANY for any reason.
9. If I am unable to obtain employment consistent with my training and education solely because of a prohibition of paragraph 6 or 7 of this Agreement, or if I am able to obtain only a position in which my Gross Monthly Pay is less than what I last received from the COMPANY as Gross Monthly Pay, then any prohibition of those paragraphs that caused me to be unable to obtain such employment (or that is responsible for the above-referenced differential in pay), shall bind me only as long as the COMPANY shall make monthly payment to me equal to the lesser of (a) the amount last received from the COMPANY as Gross Monthly Pay, or (b) the difference between my last Gross Monthly Pay at the COMPANY and my Gross Monthly Pay in any subsequent employment. Gross Monthly Pay shall consist of the sum of the following applicable amounts, prorated to a monthly basis: my annual base pay, annual commissions, year-end cash bonus, and the monetary value of my year-end stock award (but not stock option grants, any other extra compensation or benefits). My Gross Monthly Pay at the COMPANY will be based on the amounts actually received by me during the last twelve calendar months I was employed by the COMPANY. My Gross Monthly Pay in any subsequent employment will be based on a projection of the amounts to be received by me during the first twelve months in that employment.
10. In order to qualify for the payments provided for in paragraph 9 above, I understand that I must, for each month that I claim payment is due, represent to the Vice President of Human Resources of the COMPANY, in writing within fifteen (15) days following the end of that calendar month, that although I diligently sought employment consistent with my training and education, I was unable to obtain it, or was unable to attain a position in which my Gross Monthly Pay equaled what I last received from the COMPANY as Gross Monthly Pay, as the case may be, solely because of a prohibition of paragraph 6 or 7 of this Agreement. I must also promptly submit such further information as the COMPANY may request to enable it to verify the accuracy of my representation. I understand that the COMPANY shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I have failed to comply with a requirement of this paragraph 10.



11. I further understand that if, at any time within the period of prohibition specified in paragraph 6 or 7, the COMPANY gives me a written release from the prohibition of paragraph 6 or 7 that has been the sole cause of my inability to obtain employment consistent with my training and education or my inability to obtain a position in which my Gross Monthly Pay equals what I last received from the COMPANY as Gross Monthly Pay, as the case may be, then, the COMPANY will no longer be obligated to make the payments that had been required due to those prohibitions.
12. Upon termination of my employment with the COMPANY for any reason, I shall turn over to a designated individual employed by the COMPANY, all property then in my possession or custody and belonging to the COMPANY, including any computer equipment. I shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of the COMPANY and which were entrusted to me or obtained by me at any time during my employment with the COMPANY.
13. I understand and acknowledge that if I violate this Agreement or am about to violate this Agreement by disclosing or using information prohibited by paragraph 5 above, accepting employment or providing services prohibited by paragraph 6 or 7 above, or failing to turn over property as required by paragraph 12 above, the COMPANY shall have the right, and be entitled to, in addition to any other remedies it may have, injunctive relief; in other words, I understand and acknowledge that the COMPANY can bar me from disclosing or using such information, bar me from accepting such employment or rendering such services for the periods specified in paragraphs 6 and 7 above, and require that I turn over such property.
14. I hereby consent and agree to assignment by the COMPANY of this Agreement and all rights and obligations hereunder including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition by the COMPANY or relating to all or part of its assets, divisions and/or affiliates.
15. Nothing herein shall limit or reduce my common law duties to the COMPANY, including but not limited to my duty of loyalty.
16. This Agreement shall be interpreted according to the laws of the State of New Jersey without regard to the conflict of law rules thereof. I agree that any action relating to or arising out of this Agreement may be brought in the courts of the State of New Jersey or, if subject matter jurisdiction exists, in the United States District Court for the District of New Jersey. I consent to personal jurisdiction and venue in both such courts and to service of process by United States Mail or express courier service in any such action.
17. In the event that any provision of this Agreement is invalidated or unenforceable under applicable law, that shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is unenforceable because it is overbroad, that provision shall be limited to the extent required by applicable law and enforced as so limited.
18. The following applies only to a California, Minnesota or North Carolina employee: Notification is hereby given that paragraph 1 does not apply to an invention to the extent that no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely by me on my own time, and (a) which does not relate (i) to the business of the COMPANY or (ii) to the COMPANY's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by me for the COMPANY.
19. The following applies only to a State of Washington employee: Notification is hereby given that paragraph 1 does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the COMPANY was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the COMPANY or (ii) to the COMPANY's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the COMPANY.
20. Nothing contained in this Agreement shall be deemed to confer on me any rights with respect to the duration of my employment with the COMPANY. I UNDERSTAND AND AGREE THAT MY EMPLOYMENT RELATIONSHIP WITH THE COMPANY IS TERMINABLE AT WILL BY EITHER THE COMPANY OR ME, WITH OR WITHOUT CAUSE, EXCEPT THAT IF I INITIATE THE TERMINATION, THERE SHALL BE, AT THE COMPANY'S OPTION, A PERIOD OF UP TO FOURTEEN (14) DAYS AFTER I GIVE WRITTEN NOTICE OF TERMINATION BEFORE THE TERMINATION BECOMES EFFECTIVE. If the COMPANY elects to continue my employment during the notice period, it shall advise me of that fact, and of the duration of the notice period. During any notice period, I will provide such transitional services as the COMPANY may request. The COMPANY will be obligated to continue my pay during the notice period, and my duty of loyalty to the COMPANY shall continue through such period.

I ACKNOWLEDGE HAVING READ, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with the COMPANY, superseding any previous oral or written communications, representations, understandings, or agreements with the COMPANY or any of its officials or representatives.

DATE:

6/4/01

EMPLOYEE

CHRISTOPHER WIDENHUSE

Name

2823 SW 40TH AVE

Address


GRINELVILLE, FL 32608

City/State

**C. Confidential Disclosure of Activities**

Christopher W. Widenhouse

June 4, 2001

 6/4/01

**Disclosure of previous, current, and continuing activities, intellectual property, and publications.**

**Patents/Patent Applications:**

- ◆ Polymeric Coatings for Metallic Biomedical Devices and for Drug Delivery: US Patent Application Serial No. 09/482,564. (Assigned to the individual inventors – Goldberg, Seeger, and Widenhouse).
- ◆ Anti-Thrombogenic Coatings for Biomedical Devices: US Patent Application Serial No. 09/113,375. (Assigned to the University of Florida).
  - Loading and release of pharmaceutical compounds from coated biomedical devices – A CIP filed based on the above application (09/113,375). (Assigned to the University of Florida)

**Invention Disclosures:**

- ◆ A simultaneous hydrolysis and radiation polymerization process for the surface modification of silicone and siloxane based polymers and copolymers. (Currently Licensed to a Medical Device Company).
- ◆ Pulsed laser ablation deposition (PLAD) of siloxane based polymers for biomedical applications. (Assigned to the individual inventors – Goldberg, Singh, Rau, Widenhouse, Fitzgerald, and Talton).

**Anticipated IDs to the University of Florida (work continuing, not yet disclosed):**

- ◆ Surface modified polyester fibers for improved processing and properties of orthopedic bone cements
- ◆ Surface loading, encapsulation, and entrapment of therapeutic compounds on biomedical devices.
- ◆ A surface drug infusible catheter.

**Papers/Publications anticipated in the next 2 years:**

- ◆ Polydimethylsiloxane (PDMS) Modification of Dacron® Prosthetic Arterial Grafts for Reduced Acute Thrombogenicity
- ◆ Siloxane based coatings for metallic vascular stents
- ◆ Drug loading and release (dexamethasone, methotrexate, and IL-10) from siloxane based coatings on cardiovascular devices (stents and grafts).
- ◆ Rabbit *in vivo* response of surface coated stainless steel stents.
- ◆ Canine *in vivo* response of surface coated vascular grafts.
- ◆ Kinetics and Interactions of antibiotic and other pharmaceutical compounds with polysaccharide based polymer solutions for use in prevention of post-operative surgical adhesions.
- ◆ Efficacy of high molecular weight carboxymethylcellulose tissue protective solutions for the prevention of post-operative abdominal adhesions in a modified equine bowel adhesion model.
- ◆ Porosity of Neat and Composite Bone Cement Mantles
- ◆ Silicone Gel Breast Implant Failure
- ◆ Other papers related to the above topics and disclosures.

**Other Misc. Activities:**

Veterinary Medical Solutions Incorporated – a medical device company for the veterinary medical and surgical markets – (company is in start-up phases. Widenhouse is a principal).

- ◆ Developing tissue based and tissue engineered technologies and products for veterinary orthopedic surgery.
- ◆ Marketing/distributing punctal occlusion devices for the veterinary markets used for treatment of KCS and improved topical drug therapy for ocular diseases.
- ◆ Developing technologies and devices exclusively for the veterinary medical and surgical markets.

**Cordis**

a Johnson & Johnson company

June 25, 2001

Cordis Corporation  
14201 N.W. 60th Avenue  
Miami Lakes, FL 33014  
Phone (305) 824-2000  
Fax (305) 824-2080

Mr. Christopher Widenhouse  
2823 SW 40<sup>th</sup> Avenue  
Gainesville, FL 32608

Mailing Address:  
P.O. Box 025700  
Miami, FL 33102-5700

Dear Chris:

As we discussed, following is the addendum to your agreement.

Whereas, Employee has signed an Employee Secrecy, Non-Competition and Non-Solicitation Agreement (the "Employee Agreement");


Whereas, Employee has attached a Confidential Disclosure of Activities (the "Disclosures") to the Employee Agreement, which refers to activities relating to a certain Veterinary Medical Solutions Incorporated.

The parties acknowledge and agree that the Disclosures do not constitute a waiver of any provision in the Employee Agreement. As a particular example and without limitation, the Disclosures shall not constitute a waiver or exception to paragraph 6 of the Employee Agreement.

Please sign and return in the Fed Ex package.

Sincerely,

Dianne Ley  
Sr. Recruiter

CHRISTOPHER WIDENHOUSE  6/26/01

Accepted.



Employee Secrecy Agreement  
(With Covenant Against Conflicting Employment)

Name of Employee

JOHN BORGES

Residence Address

City

State

Zip

13455 LAKE WOOD CT MIAMI LAKES FL 33014

As used in this agreement:

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I means the employee whose name appears above, also referred to by its use of first person pronouns, such as me and my.

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INVENTIONS means discoveries, improvements and ideas, whether patentable or not.

CONFLICTING PRODUCT means any product, process, machine, or service of any person or organization other than CORDIS in existence or under development which resembles or competes with a product, process, machine, or service upon which I shall have worked during my term of employment with CORDIS, and whose use or marketability could be enhanced by application to it of CONFIDENTIAL INFORMATION to which I shall have had access during my employment.

CONFLICTING ORGANIZATION means any person or organization which is engaged in or about to become engaged in research on or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I AM EMPLOYED OR DESIRE TO BE EMPLOYED BY CORDIS IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION.

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2. I shall, whenever requested to do so by CORDIS, execute any applications, assignments or other instruments which CORDIS shall consider necessary, to apply for and obtain Letters Patent in the United States, or any foreign country, or to protect otherwise CORDIS interests. These obligations shall continue beyond the termination of my employment with CORDIS with respect to INVENTIONS conceived or made by me during my period of employment, and shall be binding upon my executors, administrators or other legal representatives.
3. I shall not disclose to CORDIS or induce CORDIS to use any secret or confidential information or material belonging to others, including my former employers, if any.
4. Unless I first secure the written consent of CORDIS, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION of which I become informed during my employment, whether or not developed by me.
5. I will not assert any rights under any INVENTIONS as having been made or acquired by me prior to my being employed by CORDIS, unless such INVENTIONS are identified on a sheet attached hereto and signed by me as of the date of this agreement.
6. I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States or Canada, for a period of two (2) years after termination of my employment with CORDIS, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided CORDIS, prior to accepting such employment shall receive separate written assurances satisfactory to CORDIS from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, in connection with any CONFLICTING PRODUCT.
7. If I am unable to obtain employment consistent with my training and education, solely because of the provisions of this agreement with respect to employment by a CONFLICTING ORGANIZATION, such prohibition shall bind me only as long as CORDIS shall make payments to me equal to my monthly base pay at termination (exclusive of extra compensation and employee benefits) for each month of such unemployment for the period specified in paragraph 6.

8. I will, for each month of such unemployment for which I claim payment, give CORDIS a detailed written account of my efforts to obtain employment, and such account will include a statement by me that although I conscientiously sought employment, I was unable to obtain it solely because of the provisions of this agreement. I will submit such account within fifteen (15) days following the end of each calendar month of my unemployment, and CORDIS shall make payment to me equal to my monthly base pay at termination.

9. It is understood that CORDIS shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I have failed to account to CORDIS.

10. If after termination of my employment with CORDIS, I will obtain other employment but, because of the provisions of this agreement, my position will be such that my gross monthly income will be less than which I last received from CORDIS as regular monthly base pay, then the obligation of CORDIS to make payments to me for the period specified in paragraph 6 will be limited to the difference between the amount I last received from CORDIS as regular monthly base pay, and the gross monthly income I will receive in my subsequent employment.

11. If CORDIS, at any time within the period specified in paragraph 6, following termination of my employment gives me a written release from the obligations of paragraph 6 of this agreement, CORDIS will thereafter no longer be obligated to make the payments required according to this agreement.

12. I agree that in the event I am transferred from CORDIS to a CORDIS subsidiary or affiliate, such transfer shall not operate to terminate or modify this agreement except that the employer corporation to which I am transferred shall be construed for the purpose of this agreement as standing in the same place and stead as "CORDIS" as of the date of transfer. However, the promises and obligations of paragraphs 6 through 11, as applicable, shall remain binding upon CORDIS and me throughout such employment by the CORDIS subsidiary or affiliate, the same as if I had continued in the employment of CORDIS. It is expressly understood that the two (2) year period provided in paragraph 6 shall commence upon termination of my employment with CORDIS and at no subsequent time, irrespective of the duration of my employment by any CORDIS subsidiary or affiliate to which a separate two (2) year period shall be applicable.

13. Upon termination of my employment with CORDIS, prior to or upon my retirement, I shall turn over to a designated individual employed by CORDIS all property then in my possession or custody and belonging to CORDIS. I shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents relating in any way to the affairs of CORDIS or to the affairs of its affiliated companies and which are entrusted to me at any time during my employment with CORDIS.

14. I ACKNOWLEDGE HAVING READ, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with CORDIS, superseding any previous oral or written communications, representations, understandings, or agreements with CORDIS or any of its officials or representatives.

15. This agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal, and thereafter CORDIS has caused these presents to be signed by a duly authorized officer and its seal affixed this 21 day of JULY, 1999.

Witness As to Employee (must be two)

Name

Address

City

14201 N.W. 60th Ave.  
Miami, FL 33014

Zip

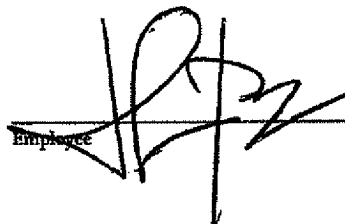
Name

Address

City

14201 N.W. 60th Ave.  
Miami, FL 33014

Zip



L.S.

  
Authorized Cordis Officer



**Employee Secrecy Agreement**  
(With Covenant Against Conflicting Employment)

|                   |  |              |           |
|-------------------|--|--------------|-----------|
| Name of Employee  |  |              |           |
| CARBALLO, MARITZA |  |              |           |
| Residence Address |  | City         | State Zip |
| 641 E 39 STREET   |  | HAIALEAH, FL | 33013     |

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I means the employee whose name appears above, also referred to by its use of first person pronouns, such as me and my.

CONFIDENTIAL INFORMATION means information disclosed to me or known by me as a result of my employment by CORDIS, not generally known in the trade or industry in which CORDIS is engaged, about CORDIS products, processes, machines, and services, including research, development, manufacturing, purchasing, finance, data processing, engineering, marketing, merchandising and selling; and corresponding information about the products, processes, machines, and services of CORDIS affiliates, acquired by me during my employment by CORDIS.

INVENTIONS means discoveries, improvements and ideas, whether patentable or not.

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CONFLICTING ORGANIZATION means any person or organization which is engaged in or about to become engaged in research on or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I AM EMPLOYED OR DESIRE TO BE EMPLOYED BY CORDIS IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION.

In consideration of my employment by CORDIS:

1. I agree to disclose promptly to CORDIS all INVENTIONS conceived or made by me whether or not during my hours of employment or with the use of CORDIS facilities, materials, or personnel, either solely or jointly with another or others during my employment by CORDIS, and related to the actual or anticipated business or activities of CORDIS, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work performed by me for, or on behalf of, CORDIS. I assign and agree to assign my entire right, title and interest therein to CORDIS.
2. I shall, whenever requested to do so by CORDIS, execute any applications, assignments or other instruments which CORDIS shall consider necessary, to apply for and obtain Letters Patent in the United States, or any foreign country, or to protect otherwise CORDIS interests. These obligations shall continue beyond the termination of my employment with CORDIS with respect to INVENTIONS conceived or made by me during my period of employment, and shall be binding upon my executors, administrators or other legal representatives.
3. I shall not disclose to CORDIS or induce CORDIS to use any secret or confidential information or material belonging to others, including my former employers, if any.
4. Unless I first secure the written consent of CORDIS, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION of which I become informed during my employment, whether or not developed by me.
5. I will not assert any rights under any INVENTIONS as having been made or acquired by me prior to my being employed by CORDIS, unless such INVENTIONS are identified on a sheet attached hereto and signed by me as of the date of this agreement.
6. I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States or Canada, for a period of two (2) years after termination of my employment with CORDIS, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided CORDIS, prior to accepting such employment shall receive separate written assurances satisfactory to CORDIS from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, in connection with any CONFLICTING PRODUCT.
7. If I am unable to obtain employment consistent with my training and education, solely because of the provisions of this agreement with respect to employment by a CONFLICTING ORGANIZATION, such prohibition shall bind me only as long as CORDIS shall make payments to me equal to my monthly base pay at termination (exclusive of extra compensation and employee benefits) for each month of such unemployment for the period specified in paragraph 6.

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9. It is understood that CORDIS shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I have failed to account to CORDIS.

10. If after termination of my employment with CORDIS, I will obtain other employment but, because of the provisions of this agreement, my position will be such that my gross monthly income will be less than which I last received from CORDIS as regular monthly base pay, then the obligation of CORDIS to make payments to me for the period specified in paragraph 6 will be limited to the difference between the amount I last received from CORDIS as regular monthly base pay, and the gross monthly income I will receive in my subsequent employment.

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13. Upon termination of my employment with CORDIS, prior to or upon my retirement, I shall turn over to a designated individual employed by CORDIS all property then in my possession or custody and belonging to CORDIS. I shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents relating in any way to the affairs of CORDIS or to the affairs of its affiliated companies and which are entrusted to me at any time during my employment with CORDIS.

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15. This agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal, and thereafter CORDIS has caused these presents to be signed by a duly authorized officer and its seal affixed this 15th day of Dec., 1997.

Witness As to Employee (must be two)

Name R.F. Del (R.F. GRAHAM)

Address 16005 SW 109 ST

City MIAMI, FL State FL Zip 33196

Name R. Howe

Address PO Box 4176

City Mem. Ala State AL Zip 38014

[Signature] L.S.  
Employee

[Signature]  
Authorized Cordis Officer



**Employee Secrecy Agreement**  
(With Covenant Against Conflicting Employment)

|                         |           |       |     |
|-------------------------|-----------|-------|-----|
| Name of Employee        |           |       |     |
| SHAW JR, WILLIAM D      |           |       |     |
| Residence Address       | City      | State | Zip |
| 1045 SE 7 COURT APT 108 | DANIA, FL | 33004 |     |

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14. I ACKNOWLEDGE HAVING READ, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with CORDIS, superseding any previous oral or written communications, representations, understandings, or agreements with CORDIS or any of its officials or representatives.

15. This agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal, and thereafter CORDIS has caused these presents to be signed by a duly authorized officer and its seal affixed this 19 day of September, 1928.

Witness As to Employee (must be two)

Name

(Marjorie D. Young) Marjorie D. Young

Address

15720 Bull Run Rd #177

City

State

Zip

Miami Lakes FL 33014

Name

RON EGGAN Ronald E. Egan Jr.

Address

1215 FAIRLAKE TRACE APT #1008

City

State

Zip

WESTON FL 33326

Will. O. H. J. I.S.  
Employee

[Signature]  
Authorized Cordis Officer

**Cordis**

a Johnson & Johnson company



**DESCRIPTIVE TITLE:**

Sirolimus and topotecan combination coating for improved anti-restenotic effects

- I. **INSTRUCTIONS:** This form should be typed, except for the signatures and dates. Disclose only one invention on this Invention Disclosure form, and complete the entire form as fully as possible. Forward the completed form to the Legal Department, signed and dated by all inventors and two witnesses. Refer to this Invention Disclosure by the number assigned to it when receipt is acknowledged. Attach additional sheets if more space is required. Each original piece of paper must be signed and dated by every inventor and by each witness.
- II. **ILLUSTRATION:** Include a drawing, sketch, photograph, flow chart, or preferably an engineering quality printout of the invention.

Name & Signature of Inventor(s):

Robert Falotico  
Jonathon Zhao  
Tom Parry

Date

10/13/03  
10/13/03  
10-13-03

Witnesses

[Signature]

Date

10/13/03

III. **EXPLANATION OF INVENTION:** Describe the invention completely, including all essential elements.

Sirolimus has shown excellent anti-restenotic effects when administered during revascularization procedures using drug eluting stents. In recent clinical trials, the Cypher stent, which contains sirolimus in the polymer coating, consistently demonstrated superior efficacy against restenosis after the stent implantation compared to bare metal stent. Although stent delivery of sirolimus via Cypher is effective in reducing restenosis, further reductions in neointimal hyperplasia would benefit certain patient populations. Thus, the combination of sirolimus with another antiproliferative agent within a stent coating or via other local drug delivery techniques could reduce further fibro-proliferative vascular responses secondary to procedures involving vascular injury. This invention describes the use of sirolimus and topotecan in combination for preventing neointimal hyperplasia in vascular injury applications.

Sirolimus acts to reduce lymphocyte and smooth muscle cell proliferation by arresting cells in the G1 phase of the cell cycle through inhibition of mammalian target of rapamycin (mTOR). Subsequent activity of cell cycle-associated protein kinases is blocked by the downstream effects of sirolimus on mTOR. Topotecan is a derivative of camptothecin that interferes with DNA synthesis through inhibition of topoisomerase I. This inhibition leads to an accumulation of DNA double strand breaks and an arrest of cell division S phase of the cell cycle. Topotecan has been shown to inhibit human coronary artery smooth muscle cell proliferation (Brehm et al., 2000). Other drugs of the topotecan class include camptothecin and irinotecan, both of which should be considered as part of this invention. Camptothecin should of particular interest because of its high lipid solubility and poor water solubility. Poor water solubility may help retain the drug near the release site for longer period of action time, potentially covering more cycle proliferation cycle. High lipid solubility may lead to increased penetration of the drug through the lipid cellular membrane, resulting in better efficacy. TAXUS stent that releases only 10% of encapsulated anti-neoplastic agent paclitaxel immediately after the implantation was able to suppress neointimal growth because of high lipid solubility and tissue retention of paclitaxel.

As sirolimus and topotecan act through different molecular mechanisms affecting cell proliferation at different phases of the cell cycle, it is likely that a these agents, when combined on a drug eluting stent, may potentiate each other's antirestenotic activity by downregulating both smooth muscle and immune cell proliferation (inflammatory cell proliferation) by distinct multiple mechanisms. In non-synchronized CSMC, the addition of topotecan to cells treated with sirolimus resulted in a leftward and upward shift of the antiproliferative sirolimus dose response curve, suggesting that topotecan and, by extension, other agents in the topoisomerase I inhibitor class, potentiate the antiproliferative activity of sirolimus in CSMC (Figure 1). This potentiation of sirolimus antiproliferative activity by topotecan observed in cultured coronary artery smooth muscle cells may translate to an enhancement in antirestenotic efficacy following vascular injury during revascularization and other vascular surgical procedures and a reduction in the required amount of either agent to achieve the antirestenotic effect.


IV. **NOVEL FEATURES AND ADVANTAGES:** What is new that was not previously known, and why is this important.

1. Combination of sirolimus and topotecan (and other agents within its pharmacologic class) represents a new therapeutic combination that may be more efficacious against restenosis/neointimal thickening than sirolimus alone
2. Different doses of the combination may lead to additional gains of inhibition of the neointimal growth than the simple additive effects of sirolimus plus topotecan
3. The combination of sirolimus and topotecan may be efficacious towards other cardiovascular diseases such as vulnerable atherosclerotic plaque.

Name & Signature of Inventor(s):  
Robert Falotico  
Jonathon Zhao  
Tom Parry

Date  
10/13/03  
10-13-03  
10/13/03

Witnesses

Date  
10/13/03

10/13/03

V. **MODIFICATIONS:** Describe all possible modifications or alternate embodiments.

The combination of sirolimus and topotecan can be delivered to the target tissue through simple catheters;

The combination of sirolimus and topotecan can be delivery through a medical device (e.g. stent) surface which can then be implanted at the disease site;

The delivery of the drug combinations can be delivered at different dose ratios such as 1:1, 2:1. They can also be loaded into a coating matrix at different levels.

**Inhibition of CA-SMC proliferation by  
sirolimus and topotecan (14 April 2003)**

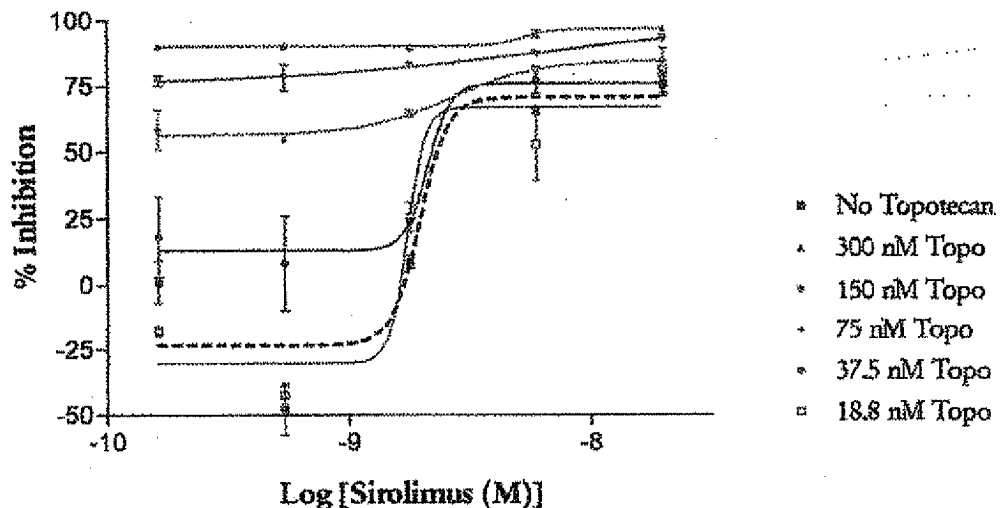


Figure 1. Topotecan potentiates the antiproliferative activity of sirolimus in synchronized cultured human coronary artery smooth muscle cells stimulated with 2% FBS. Topotecan was found to be non-cytotoxic in the MTS cell viability assay at concentrations up to 1  $\mu$ M.

VI. **RELATED DOCUMENTS:** List all known relevant art references (patents, publications, commercially available products, etc.) Please supply copies of the documents, if available.

## Patents:

Topotecan and its delivery patents:

1. Compounds enhancing antitumor activity of other cytotoxic agents. US 6130217A
2. Camptothecin analogs and methods of preparation thereof. US 6136978A
3. Formulations and methods of reducing toxicity of antineoplastic agents. US 6066645A
4. US 5834012A
5. Camptothecin drug combinations and methods with reduced side effects. US 5786344A

Name & Signature of Inventor(s):

Robert Falotico  
Jonathon Zhao  
Tom Parry

Date

10/8/03  
10/13/03  
10-13-03

Witnesses

[Signature]  
[Signature]

Date

10/13/03  
10/13/03

## Publications:

1. Topotecan - A novel topoisomerase I inhibitor: pharmacology and clinical experience. Kollmannsberger C, Mross K, Jakob A, Kanz L, Bokemeyer C. Oncology. 1999;56(1):1-12.
2. Topoisomerase I inhibition with topotecan: pharmacologic and clinical issues. Arun B, Frenkel EP. Expert Opin Pharmacother. 2001 Mar;2(3):491-505

## VII. INVENTORS:

Robert Falotico

First Inventor's Full name (Please type:)

Signature: R FaloticoDate: 10/13/03

Jonathon Zhao

Second Inventor's Full Name (Please type:)

Signature: J ZhaoDate: 10/13/03

Tom Parry

Third Inventor's Full Name (Please type:)

Signature: T ParryDate: 10-13-03

## VIII. WITNESSES: This invention was disclosed to and understood by:

Full Name of First Witness (Please type: Jonathan Wong)Signature: J WongDate: 10/13/03

Full Name of Second Witness (Please type:)

Signature: Eric Yachen QinDate: 10/13/03

## IX. ADDITIONAL INFORMATION:

Invention is recorded on page(s): \_\_\_\_\_ of Notebook No.: \_\_\_\_\_ dated: \_\_\_\_\_

Earliest date: \_\_\_\_\_ and place: \_\_\_\_\_ where inventors first  
thought of the present invention.

First written description (date and present location): \_\_\_\_\_

First sketch of the invention (date and present location): \_\_\_\_\_

Earliest date: \_\_\_\_\_ and place: \_\_\_\_\_ where first operating model  
was completed.

Present location of model: \_\_\_\_\_

Earliest date of use of the invention (actual or contemplated): \_\_\_\_\_



PATENT

JUL 28 2003

PATENT

Unassigned disclosure  
perid.  
03/232

Invention Disclosure Number:

**DRAFT**

(For Legal Department Use Only)

**I. DESCRIPTIVE  
TITLE**

**A stent coating for controlled release of a therapeutic agent**

**INSTRUCTIONS:** This form should be typed, except for the signatures and dates. Disclose only one invention on this Invention Disclosure form, and complete the entire form (all eleven sections). Forward the completed form to the Legal Department, signed and dated by all inventors and two witnesses. Refer to this Invention Disclosure by the number assigned to it when receipt is acknowledged. Attach additional sheets if more space is required. Each original piece of paper must be signed and dated by every inventor and by each witness. Please describe your invention in as much detail as possible.

**II. SKETCHES/ILLUSTRATIONS/FORMAL DRAWINGS:**

Include/attach any and all drawings, sketches, photographs, flow charts, and preferably an engineering quality printout/drawing of the invention.

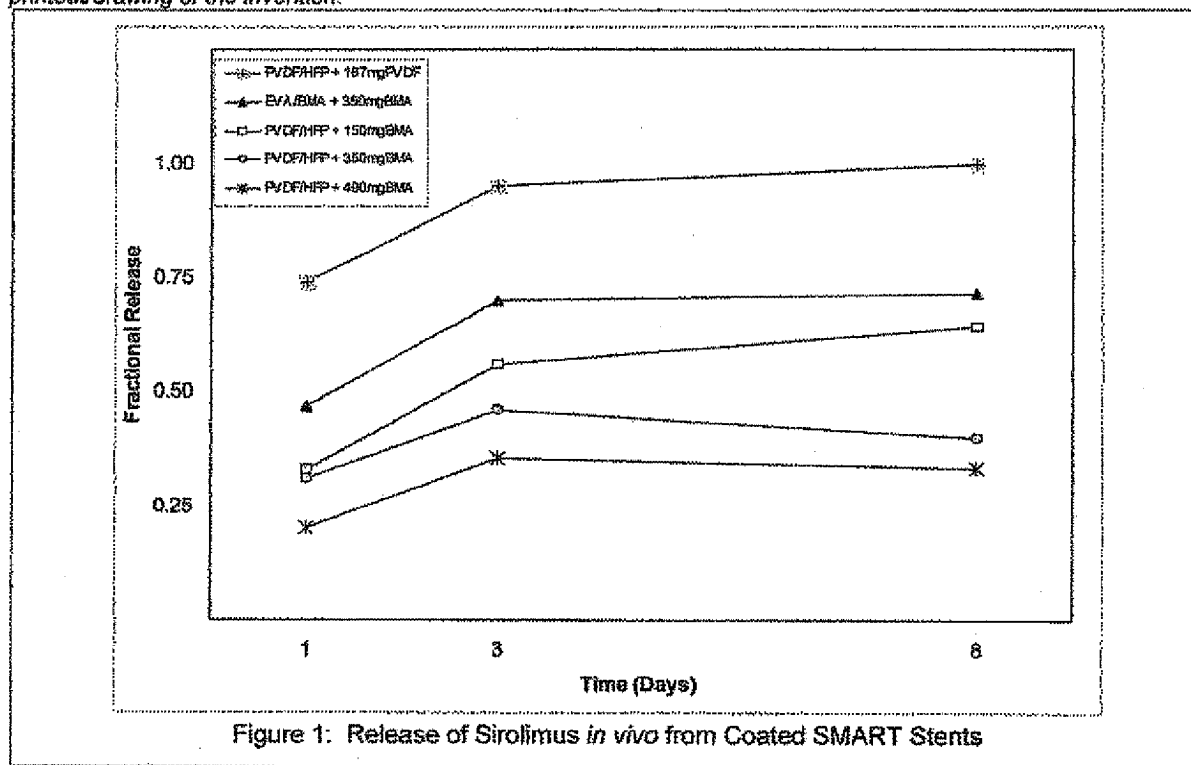


Figure 1: Release of Sirolimus *in vivo* from Coated SMART Stents

**Names & Signatures of Inventors:**

Chris Widenhouse

John Borges

Pallabana Narayanan

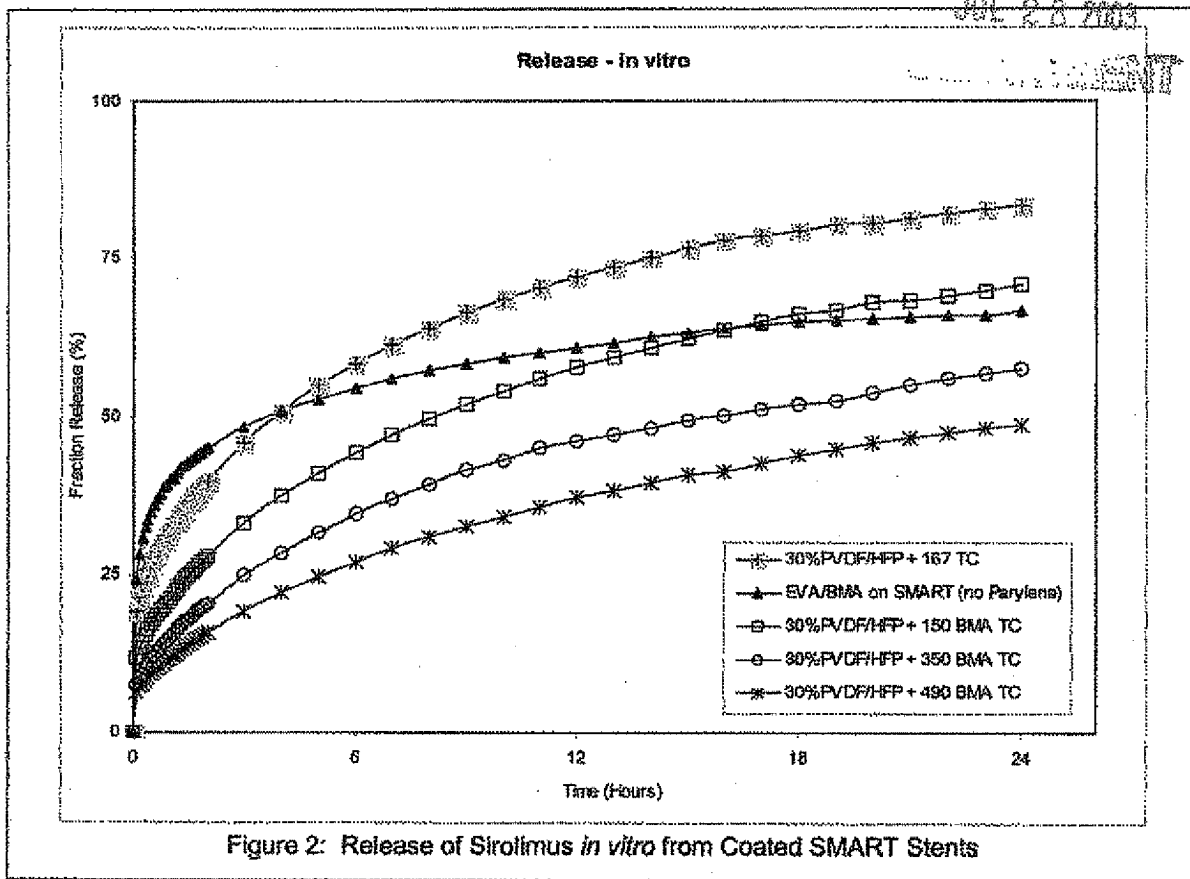
Doug Shaw

Maritza Carballo

**Witnesses:**

Alfredo Ferrer

Scott Rush



### III. PRIMARY PRODUCT/TECHNOLOGY CATEGORY

Does invention support an active project?

☒ Yes / ☐ No: If Yes, Project : Sirolimus Eluting SMART Stent - J6296

Project Leader: Maritza Carballo

Check all that apply:

- ☒ Aneurysm   
 ☐ Ischemic Disease   
 ☐ AAA   
 ☒ Carotid   
 ☒ Renal   
 ☒ SFA & BTK  
☐ Venous Intervention/Thrombus Mgmt   
☐ Distal Protection   
☐ Chronic Total Occlusions  
☐ Vulnerable Plaque   
☒ Coating/Process Tech.   
☒ Materials   
☒ Self-Expanding Systems  
☐ Balloon Expanding Systems/PTA   
☒ Interventional Therapeutics/Drug Delivery   
☐ Angiogenesis  
☐ Diagnostic/Sensing   
☐ Brachytherapy   
☐ Heart/Coronary   
☐ Other: \_\_\_\_\_

#### Names & Signatures of Inventors:

Chris Widenhouse

John Borges

Pallassana Narayanan

Doug Shaw

Maritza Carballo

#### Witnesses:

Alfredo Ferrer

Scott Rush

PATENT  
JUL 28 2003

gch

**IV. INVENTOR AFFILIATION(S)**

Check or fill in all applicable affiliations for each inventor:

☒ Cardiology ☒ CNV ☒ Endovascular ☒ NDC ☒ WWARD ☒ Biosense Webster ☐ \_\_\_\_\_

**V. EXPLANATION OF INVENTION**

Describe the invention completely, including all essential elements. Be sure to include in plain English what is the essence of the invention. What does this invention accomplish? How does it do it? What are the critical items? How does it work, and how do the features interact with each other? Why does it work? Is there data to support your position?

It has been known for some time that the application of a topcoat of a polymer can be used to control the elution of a pharmaceutical compound from a stent coating. This control over elution results from either a physical barrier or a chemical barrier (or a combination of the two). For a physical barrier, the elution is controlled by varying the thickness of the topcoat and thereby changing the diffusion path length for the active component to diffuse out of the loaded matrix. For a chemical barrier, the topcoat is composed of a material that is less compatible with the drug to prevent or slow the diffusion or is less compatible with the drug matrix to provide a chemical barrier the drug must cross prior to being released.

We have identified a new chemical barrier for control of elution of Sirolimus from a coated stent. This coating composition consists of a basecoat drug/polymer matrix with a topcoat polymer, where the basecoat and topcoat polymers are immiscible or incompatible.

Specifically, the basecoat drug/polymer matrix is composed of the copolymer polyvinylidene fluoride-co-hexafluoropropylene, or PVDF/HFP. The copolymer composition used for the prototypes is a 60:40 VDF:HFP copolymer (weight/weight composition). The topcoat polymer is composed of an acrylic polymer (polymethacrylate or polyacrylate). The methacrylate polymer used for the prototype in the examples presented here is n-butylmethacrylate, or BMA.

PVDF/HFP and BMA are immiscible or incompatible polymers, that when mixed and precipitated from solution will undergo phase separation. It is the incompatibility that allows a topcoat of an acrylic polymer to act as both a chemical and physical barrier to release of a pharmaceutical compound, such as Sirolimus.

Figure 1 and Figure 2 show drug release curves, both *in vivo* and *in vitro*, for different fluoropolymer/acrylic coating formulations:

- ✧ PVDF/HFP with a PVDF/HFP topcoat provides a minor physical barrier to drug elution, but a minimal chemical barrier because the basecoat matrix and topcoat material are chemically identical.
- ✧ A topcoat of BMA on a basecoat matrix of a blend of polyethylene-co-vinyl acetate (EVA) and BMA provides a physical barrier because of the compatibility between the EVA/BMA drug matrix and the BMA topcoat chemistries. The BMA topcoat provides a slightly more effective barrier to elution because of the difference in basecoat matrix (EVA/BMA) and topcoat chemistries (BMA only).

**Names & Signatures of Inventors:**

Chris Widenhouse

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**Witnesses:**

Alfredo Ferrer

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JUL 28 2003

- ✧ However, the greatest barrier to elution is observed with a PVDF/HFP basecoat matrix and a BMA topcoat because of the chemical barrier that results from the incompatible polymer chemistries. Even within the chemical barrier, however, changes in the topcoat thickness or density (as indicated by the topcoat weights in Figure 1 and 2) still provide additional levels of physical barriers to drug elution, resulting in a coating system that provides both a chemical and a physical barrier to control release of a pharmaceutical compound.

#### VI. NOVEL FEATURES AND ADVANTAGES:

*What is new that was not previously known, what sets this concept apart from the rest and why is this important. How was this accomplished before your invention? Why is your invention different?*

This concept takes advantage of what may normally be viewed as a negative aspect of chemical incompatibility to achieve a desired effect.

#### VII. MODIFICATIONS:

*Describe all possible modifications or alternate embodiments. Are there other ways to accomplish what this invention does or enables? Can any items be substituted or eliminated with functions remaining intact?*

Although demonstrated here with specific examples of a 60/40 PVDF/HFP copolymer and a BMA polymer, the concept would apply to any polymer in the family of fluoropolymers in combination with any polymer in the family of acrylics [poly(alkyl)acrylate and poly(alkyl)(meth)acrylate].

#### VIII. RELATED DOCUMENTS:

*List all known relevant art references (patents, publications, commercially available products, etc.)*

Please supply copies of the publications, if available. There is no need to supply copies of the patents, simply provide the patent number. A cursory search should be performed by inventors.

##### Patents:

US6214901 (^) B1, Bioactive agent release coating, Surmodics, Inc.  
Inventor(s): Chudzik, Anderson, Chappa, and Kioke  
Application No. 09/292510, Filed 19990415, Issued 20010410

##### Names & Signatures of Inventors:

Chris Widenhouse

John Borges

Pallassana Narayanan

Doug Shaw

Maritza Carballo

##### Witnesses:

Alfredo Ferrer

Scott Rush

INVENT  
JUL 28 2003

**IX. ADDITIONAL INFORMATION:**

Invention is recorded on page(s): 18-25 of Notebook No. U00123 dated: 06/30/03  
Earliest date: 10/18/02 and place: Conference Call where inventors first thought of the present invention.  
First written description (date and present location): 10/30/02 - Presently Recorded on Pages 18-25 in Notebook U00123  
First sketch of the invention (date and present location): N/A  
Earliest date: \_\_\_\_\_ and place: \_\_\_\_\_ where first operating model was completed  
Present location of model Subjected to Destructive Testing

Has the invention been tested? ☒ Yes ☐ No  
Has a product or prototype been constructed which incorporates the invention? ☒ Yes ☐ No  
If so, earliest date of product N/A earliest date of prototype \_\_\_\_\_  
Do you plan to test the invention experimentally? ☒ Yes ☐ No  
Has a product incorporating this invention been shipped? ☒ Yes ☐ No  
If so, earliest date product was shipped N/A  
Is this invention an improvement to an existing product or process? ☒ Yes ☐ No  
If so, what is the product and/or process Sirolimus eluting SMART Stent  
Has any product literature been prepared for the product? ☐ Yes ☒ No  
(e.g.: Sales brochures, Instructions for use package inserts, FDA submissions, etc)  
If so, please list: \_\_\_\_\_  
Are there drawings or sketches, other than those included, which show the invention? ☐ Yes ☒ No  
If so, check those that exist: ☐ Drawings ☐ Sketches/Renderings ☒ Notebook Dwgs. ☐ Formal Dwgs.  
Are there other written descriptions of the invention? ☒ Yes ☐ No  
If so, check those that exist: ☒ In Notebook ☒ In Office Files

**X. INVENTORS:**

First Inventor's Full name (Please print or type): Chris Widenhouse  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Second Inventor's Full Name (Please print or type): Pallassana Narayanan  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Third Inventor's Full Name (Please print or type): John Borges  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fourth Inventor's Full Name (Please print or type): Maritza Carballo  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fifth Inventor's Full Name (Please print or type): Doug Shaw  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**XI. WITNESSES:**

This invention was disclosed to and understood by:  
Full Name of First Witness (Please print or type): Alfredo Ferrer  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Full Name of Second Witness (Please print or type): Scott Rush  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_